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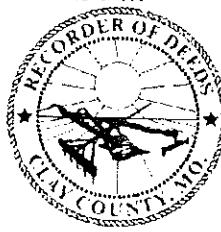
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Robert T Sevier, Recorder

Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...  
Grantee: STALEY HILLS 1ST PL

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: June 16, 2005  
Grantor Name: Hunt Midwest Real Estate Development, Inc.  
Grantee Name: N/A  
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161  
Legal Description: See EXHIBIT A attached  
Reference Book and Page: N/A

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Declaration") is made and executed as of JUNE 16, 2005, 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. The Developer owns the real property located in the City of Kansas City (the "City"), Clay County, Missouri (the "County"), legally described as set forth on EXHIBIT A attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Staley Hills".

B. On AUGUST 25TH, 2005, the subdivision plat entitled "STALEY HILLS - FIRST PLAT", covering the Property and platting the same into the Lots, Tracts and Common Areas, if any, shown thereon (sometimes herein also referred to as the "First Plat Property"), was approved by the City Council of the City, and was recorded on SEPTEMBER 15TH, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. The plat legal description of the First Plat Property is also shown on EXHIBIT A attached hereto.

C. The Developer desires to develop the Property into a quality residential neighborhood possessing features of more than ordinary value and to preserve the quality of the neighborhood.

D. In order to create and preserve such a neighborhood, the Developer desires to subject the Property to those certain covenants, conditions, restrictions and easements 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 declares that the Property, including all lots, tracts, streets and other areas that have been, or shall be, created upon platting of the Property, and all unplatted land contained therein, shall

STEWART TITLE  
205050091 SB

RETURN TO:

OFFICE OF THE CITY CLERK  
304 E. 12th ST., 25th FLOOR  
KANSAS CITY, MO 64105

hereafter be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and which shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and all other persons and entities who or which own or have, at any time, any right, title or interest in all, or any part of, the Property including all Owners of Lots in the Subdivision. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the provisions of this Declaration with respect to each such Lot and any Residence thereon.

## **ARTICLE 1 DEFINITIONS**

When used in this 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 Homes Association Declaration.

- 1.1 "Articles" mean the Articles of Incorporation of the Association, as amended from time-to-time.
- 1.2 "Association" means the Staley Hills Home Owners Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.
- 1.3 "Association Documents" means this Declaration, the Homes Association Declaration, the Articles, the Bylaws, all Supplemental Declarations, all amendments to the foregoing and all procedures, rules, regulations and policies adopted by the Association pursuant to such documents.
- 1.4 "Board of Directors" means the governing body of the Association.
- 1.5 "Building Line" has the meaning set forth in Section 3.5(b) hereof.
- 1.6 "Bylaws" means the Bylaws adopted by the Association, as amended from time-to-time.
- 1.7 "City" means the City of Kansas City, Missouri.
- 1.8 "Common Area" means all (a) Private Streets; (b) parks not dedicated to and accepted by the County; (c) recreational areas (including clubhouse, 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) places which are dedicated to, or set aside or reserved 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 Declaration by Supplemental Declarations together with any amenities or improvements therein including, without limitation, any Subdivision entrance or identification signs or monumentation, street islands, sprinkler systems and landscaping.
- 1.9 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, as amended or supplemented from time-to-time.
- 1.10 "Developer" means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term "Developer" shall thereafter refer to both the Developer and all the Successor Developers unless otherwise stated.
- 1.11 "Expansion Property" has the meaning set forth in Section 6.1 hereof.
- 1.12 "Homes Association Declaration" means the Homes Association Declaration of the Association, dated the same date hereof, as amended or supplemented from time-to-time.
- 1.13 "Improvements" has the meaning set forth in Section 3.2 hereof.

1.14 "Lot" means a plot, parcel or tract of land subject to this 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.

1.15 "Member" means a member of the Association.

1.16 "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 and the purchase of a contract for deed.

1.17 "Plat" means any plat which subdivides any part of the Property or Expansion Property creating Lots, Common Areas and Streets.

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

1.19 "Proposed Construction" has the meaning set forth in Section 3.2 hereof.

1.20 "Residence" means a single-family dwelling constructed on any Lot. For purposes hereof, "single family" shall have the same meaning as in any applicable ordinances of the City, and, if none, its common meaning.

1.21 "Review Committee" has the meaning set forth in Section 3.1 hereof.

1.22 "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.

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

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

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

1.26 "Unplatted Land" means any portion of the Property which has not been subdivided pursuant to a recorded Plat.

1.27 "Turnover Date" means the date on which all Class B Memberships terminate and are converted to Class A Memberships as set forth in Section 3.2 of the Homes Association Declaration.

## ARTICLE 2 PERSONS AND PROPERTY BOUND BY DECLARATION

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of and 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 any Unplatted Land. The Developer and all persons or entities who take any interest in a Lot or other property within the Subdivision or in any 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, restrictions and easements in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

**ARTICLE 3**  
**ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS**

3.1 **Architectural Review Committee.** An Architectural Review Committee (the "Review Committee"), consisting of three or more persons, shall be established to exercise the powers granted by this Article 3. At all times while it is a Class B Member of the Association (i.e. prior to the Turnover Date), the Developer shall have the power to appoint all members of the Review Committee, who shall serve until they resign or are removed by the Developer. At all other times (i.e. after the Turnover Date), the Board of Directors shall appoint the members of the Review Committee, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.

3.2 **Architectural Control.** To preserve the harmony of the construction, location and exterior design and appearance of the Lots and the Residences and other Improvements on the Lots, (a) all Residences, buildings, walls, fences, structures, in ground swimming pools and other improvements to be constructed or located on any Lot (collectively, "Improvements"), (b) all additions, changes and alterations to any Improvement which impact its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, "Proposed Construction"), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Section 3.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof, including, without limitation, Section 3.5, or where the exterior design or appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Residences in the Subdivision, the topography and overall design and appearance of the Subdivision or the Developer's intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision.

3.3 **Application for Approval.** The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications and information (including all construction drawings and site plans) showing (a) the front, rear and side elevations, (b) location of the Improvement on the Lot, including frontage and front, rear and side yard setbacks, (c) proposed grading and drainage from the Lot, (d) floor plan with total square footage, (e) height of all Improvements, (f) exterior materials, (g) method of construction, (h) exterior color scheme, including samples, manufacturers name and product numbers, (i) landscaping and (j) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within thirty (30) days after its last receipt of information from the Owner or its representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within sixty (60) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Section 3.3 fully satisfied.

3.4 **Modification of Requirements; Appeal of Review Committee Decision.** Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may, for good cause shown, waive any of the requirements set forth herein, including those set forth in Section 3.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review committee renders its decision. The Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. If the Owner of any Lot appeals a decision of the Review Committee which waives any of the requirements set forth herein, then any Proposed Construction on which such appeal is based shall not be commenced or, if commenced, shall be postponed, pending the outcome of such appeal. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders the decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within sixty (60) days of it being timely submitted, the relief requested in the appeal shall be deemed granted. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.



3.5 Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Residences and other Improvements constructed on any Lot shall conform to the following:

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

(b) No Residence or other structure shall be erected on any part of a Lot nor shall any Residence be located on any Lot nearer to the front Lot line or the side Lot line than the minimum building set-back shown on the recorded Plat or, if none is shown on the Plat, six and one-half (6 ½) feet. No Residence shall be located nearer to an interior Lot line than the lesser of six and one-half (6 ½) feet or ten percent (10%) of the width of the Lot. An interior Lot line is the common boundary line between two Lots. The Review Committee shall approve the orientation of the Residence on the Lot and may require the front of Residences located on corner Lots to be forty-five degrees to the front Lot line.

(c) The finished floor area of the main structure shall be at least 1700 square feet for all one-story Residences, at least 1200 square feet of finished first floor area and at least 1800 square feet of total finished floor area for any one and one-half story Residences and at least 900 square feet of finished first floor area and a total finished floor area of not less than 2100 square feet for two story Residences. Split level Residences are not permitted on any Lot. The above-required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves and similar portions of such Residences. The Developer and/or Review Committee reserves the right to require greater square footages on the approval of any plan. No building or structure other than a Residence shall be erected, altered, placed or permitted to remain on any Lot. No Residence may exceed two (2) levels in height in front. Each Residence shall have an attached garage for not less than two (2) nor more than four (4) vehicles. For any Residence constructed with more than a 2-vehicle garage, the driveway for such Residence must be constructed to taper to a 2-vehicle driveway width as it meets the Street unless otherwise approved in advance by the Review Committee.

(d) All exterior surfaces of any Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee with all front elevations finished with masonry (excluding blocks) and at least one-third (1/3) of all front elevations finished in stone or a combination of brick and stone. Vinyl siding on any Residence shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) All portions of foundations exposed and protruding more than twelve inches (12") from and above the ground shall be painted the same color as the body of the Residence.

(f) All Residences shall be constructed using wood, wood clad, vinyl or aluminum windows or other materials for windows which are approved, from time to time, by the Developer or the Review Committee and may have aluminum or other metal storm windows and screens.

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

(h) All wood or other non-brick or non-stone exteriors of any Residence (except roofs), if permitted by the Review Committee, shall be painted or stained with high quality products of a color required by the Review Committee. No Residence shall be permitted to stand with its exterior in unfinished condition for longer than six (6) months.

(i) All sewage disposal shall be by means of subterranean sewer pipe connected to the City or local sewer district sewer system.

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

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

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

(m) One of each of the following items may be constructed on each Lot for personal, non-commercial use by the Owner with approval of the Review Committee: in-ground swimming pool, hot tub or spa and tennis court. The Review Committee may require fencing or screening of such approved items. No above ground or above grade swimming pools shall be permitted on any Lot. No artificial lighting shall be permitted on any tennis court.

(n) One (1) permanent basketball goal may be erected adjacent to or along a Residence's driveway with the prior approval of the Review Committee. Portable basketball goals are not permitted. No artificial lighting shall be permitted on any basketball goal.

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

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

(q) No sport court may be installed or used, temporarily or permanently, in any front, side or rear yards of any Residence.

(r) Construction of a Residence shall be fully completed within nine (9) months after excavation is started.

#### ARTICLE 4 USE RESTRICTIONS

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

4.1 **Residence Use Only.** Except as specifically provided herein, each Residence shall be used strictly as a family dwelling. No business shall be conducted, or carried on, in or from any Lot or Residence except: (a) marketing or sales activities by the Developer, or its agents, and builders authorized to have model homes may be conducted from model homes or sales trailers and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Residence who are not permanently residing therein and (ii) customers regularly visiting the Residence to conduct business including, without limitation, in-home babysitting (as

defined in the City's current daycare regulations) of no more than two (2) children (even if the City's regulations permit more) if the daycare provider obtains and submits to the Review Committee (A) affidavits signed by the Owners of all Residences on Lots adjoining (on both sides and the rear) the Residence in which such use is proposed, consenting to such use and (B) copies of all City and State permits necessary therefor. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial activity is not compatible with the Subdivision for any reason, such as, without limitation, an in-home babysitting or daycare business exceeding or violating the foregoing requirements.

4.2 **Prohibited and Other Buildings and Structures.** No mobile home or trailer (with or without wheels), basement (without a Residence attached), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time. Other detached structures such as children's playhouses, gazebos, permanent cooking and other grills or ovens may be constructed only with approval of the Review Committee obtained in advance of construction which shall approve the location and appearance of such structure and may require screening of such structure from view. Storage and utility sheds or similar structures are not permitted.

4.3 **Fences.** No fences shall be permitted on any Lot or Common Areas without the prior approval of the Review Committee. The construction methods, materials and location of all fences approved by the Review Committee shall harmonize with the external design of the Residences in the Subdivision. No wire or chain link fences shall be permitted. Under no circumstance shall any fence be permitted in violation of restrictions in any Plat of the Subdivision or any ordinance approving any Plat of the Subdivision or any other Plat affecting the Property. No fence shall be placed in front of the rear wall of the Residence and, for a Residence on a corner Lot, no fence facing a Street may be placed beyond the point where the side wall of the Residence meets the rear wall of the Residence without the prior approval of the Review Committee obtained in advance of construction.

4.4 **Mail Boxes.** If mail delivery via centralized boxes is available, no individual street or curbside mailboxes shall be permitted. If such centralized mail delivery is unavailable, the Review Committee shall approve the design, appearance and location of all mailboxes erected or located on any Lot.

4.5 **Antennas and Other Projections.** No television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothes line, pole (exclusive of permitted basketball goals) or other unsightly projection shall be visible from the exterior of any Residence, including any such item attached to the Residence or located in a yard. The Review Committee may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter, or otherwise in size as permitted by applicable laws and regulations, subject to all conditions the Review Committee attaches to such approval, including the location and applicable screening of the dish, which conditions shall be in accordance with all applicable laws and regulations pertaining to such dishes. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

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

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

4.8 **Holiday Decorations.** Christmas and other holiday lights and decorations may be located on the exterior of any Residence on any Lot only during the period commencing forty-five (45) days prior to such holiday and ending twenty-one (21) days after the same holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall only be as established or permitted by the Review Committee.

4.9 **Septic Tanks.** No septic tanks or other individual sewage disposal system may be constructed on any Lot.

4.10 **Storage Tanks.** No tank for storage of oil or other product may be maintained on any Lot, whether above or below the surface of the ground.

4.11 **Refuse.** No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, except during construction of a Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day.

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

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

4.14 **Animals.** At no time shall pit bulls, animals with vicious propensities by breed, bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals or animals requiring special permits from the State of Missouri or United States of America be kept for any period of time in any Residence or on any Lot. Except as otherwise prohibited herein, dogs, cats and other household pets may be kept in a Residence or on a Lot provided they are not kept for breeding or other commercial purposes, are limited to no more than three (3) in total number and the keeping of such animals does not create any unsanitary condition. Doghouses or similar animal shelters shall be located in the back yard, shall be constructed using the same materials as the Residence, including the roof, and shall be painted the same color as the Residence. Runs, kennels or similar structures are not permitted.

4.15 **Vehicles.** Except as provided below, no boats or motor vehicles, including automobiles, trucks, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers and motorcycles, may be parked, stored or kept on any Lot except in an enclosed garage. However, one (1) passenger vehicle (i.e. automobile or pickup truck not larger than ¾ tons) in operable, drivable condition may be parked on a driveway at any time. Any other passenger vehicles, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing on the Lot may be parked in the driveway or at the curb but for no more than twenty-four (24) consecutive hours and during no more than any portion of seven out of fourteen consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street. All vehicles that are not drivable, whose presence makes an unsightly appearance or creates a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Common Area or at the curb for more than twenty-four (24) consecutive hours.

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

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

4.18 **Landscaping Easement.** Except as permitted by any Plat of the Subdivision and the Review Committee, no Improvement or personal property shall be located in any buffer strip shown on any Plat of the Subdivision or any other Plat affecting the Property.

4.19 **Maintenance of Lawns and Plantings.** All lawns and plantings shall be maintained and kept in good condition. No Owner shall permit grass to reach a height of six inches (6") or more or otherwise permit such Owner's lawn or plantings to create an unsightly appearance. If an Owner fails to comply with this restriction, the Association may have such grass cut or otherwise correct such unsightly appearance and all costs thereof shall be assessed and collected from such Owner in the same manner as Assessments under the Homes Association Declaration.

4.20 **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on plats of the Subdivision or by separate recorded instruments. No structure, except driveways, paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the such utility easement. No structure, planting or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements or (c) obstructs or retards the flow of water through drainage channels or its collection in detention ponds or basins in the easements. All structures located in any such easement shall be continuously maintained by the Owner of the Lot burdened with the easement except for those structures for which a public authority, a utility company or the Association is responsible.

4.21 **No Subdividing.** No Lot may be subdivided without the prior approval of the Review Committee. Any approved subdivision of a Lot shall also be subject to compliance with all codes and ordinances of the County, including its subdivision regulations.

4.22 **No Mining Activities.** No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind. The prohibitions of this Article 4.22 may not, under any circumstances, be waived or amended by the Review Committee, the Board of directors, the Owners or the Members.

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

## ARTICLE 5 STREETS AND COMMON AREAS

5.1 **Streets.** The Streets will be shown on the Plats of the Subdivision. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse any Street. All Private Streets, if any, are hereby dedicated by the Developer to the Association. The Developer will convey to the Association, by special warranty deed, all Private Streets in their then present condition. The Association shall hereafter own, manage, repair, maintain, replace, improve, operate and otherwise deal with all Private Streets and the Developer shall have no further responsibility or obligation of any kind with respect thereto after the date of this Declaration or completion of their initial construction, whichever is later. Streets dedicated to the City are under its control and no work is permitted thereon without prior approval of the City.

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

5.3 **Maintenance of Private Streets and Commons Areas.** Except as specifically provided herein, the Association shall maintain, manage, operate, replace, repair and improve any Private Streets (which are any streets not dedicated to the County) and Common Areas, including all Improvements thereon. The Association shall **not** be responsible for maintaining, managing, operating, replacing, repairing or improving any Street that is dedicated to the City and thus is a public street. The Owners of Lots abutting and immediately contiguous to any Street shall (a) maintain

in good condition and repair the unpaved portion of the right-of-way contiguous to the Lot and the portion of the driveway for the Lot located in such right-of-way and (b) shall remove all accumulation of snow and ice from any sidewalk within such right-of-way. The Association is and shall be authorized to adopt and enforce reasonable rules and regulations regarding Lot Owners' responsibilities for maintenance and repair of such areas. Any Owner damaging or abusing any Street or the Common Area shall be responsible to the Association for all costs incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street, including, without limitation, street lights, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager (as defined in the Homes Association Declaration) or third parties to carry out all activities permitted by this Section 5.3.

## **ARTICLE 6 EXPANSION PROPERTY**

6.1 **Reservation of Right to Expand.** The Developer hereby reserves the absolute right to unilaterally expand the Property, from time-to-time, to include additional 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 offices of the Recorder of Deeds for Clay County, Missouri, at Liberty. Expansion Property may be added in stages by successive supplements or in one supplemental expansion.

6.2 **Declaration Operative to New Lots.** The Expansion Property shall be subject to all of the terms and conditions of this Declaration, the Homes Association 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 Clay County, Missouri, at Liberty.

6.3 **Expansion of Definitions.** If the Property included in the Subdivision is expanded as provided in this Article 6, all definitions used in this Declaration shall be automatically expanded to include the Expansion Property.

6.4 **Reservation of Right to Remove.** The Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Declaration any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the "Removed Property"). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

## **ARTICLE 7 PROPERTY RIGHTS OF OWNERS**

7.1 **Owner's Easement of Enjoyment.** Subject to the other terms of this Declaration, every Owner has a non-exclusive right in, and easement of enjoyment of, the Common Area. Such easement shall be appurtenant to, and pass with, title to every Lot; provided, however, such easement is subject to the control of the Board of Directors of the Association and any limitations the Board may impose, as allowed herein, in the Homes Association Declaration or the Bylaws.

7.2 **Recorded Easements.** The Property shall be subject to all easements as shown on any recorded Plat for the Subdivision and to all other easements of record, or of use, as of the date this Declaration or any Supplemental Declaration is recorded.

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

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

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

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

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

## ARTICLE 8 INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

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

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

8.3 **Property Rentals.** A Residence may be used for non-transient occupancy by its Owner and the Owner's family, servants, agents, guests, invitees and tenants. The Owner may rent the Lot and Residence for a term of one (1) year or more subject to all the terms hereof, including those prohibiting use of the Residence for commercial purposes.

## ARTICLE 9 DURATION OF DECLARATION; AMENDMENT

9.1 **Term.** The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2030, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the expiration of any such period by a majority vote of the Members.

9.2 **Amendment.** Except as otherwise provided herein, at all times while the Developer is a Class B Member of the Association, this Declaration may be amended, altered or modified only by Supplemental Declarations signed by the Developer. During any time in which the Developer is not a Class B Member but still owns Lots, this Declaration may be amended, altered or modified by a Supplemental Declaration signed by (a) the Developer and (b) the Class A Members holding a majority of the votes possible to be cast under the Homes Association Declaration. Except as otherwise provided herein, at all other times, this Declaration may be amended by Supplemental Declaration signed by Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under the Homes Association Declaration. Proper approval of all amendments shall be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that signatures of the Developer or a sufficient number of Owners approving the amendment, as applicable, 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 Clay County, Missouri, at Liberty. Such amendments may amend the terms of

this Declaration as it effects all existing Lots, 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 as to those Lots where the Owners thereof agree to such amendment.

9.3 **Revocation; Termination.** This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under the Homes Association Declaration and the additional approval of the Developer at all times it is either a Class B Member of the Association or owns any Lots. 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 Declaration which conflicts with (a) any Plat of any portion of the Subdivision, (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.

9.5 **Amendments for Landscaping/Fencing Restrictions.** In connection with the platting of any portion of the Property, the Developer may, and hereby reserves the right, by Supplemental Declaration or otherwise, to impose landscaping, buffering, fencing and other restrictions on certain Lots or portions thereof.

## **ARTICLE 10 GENERAL PROVISIONS**

10.1 **Enforcement.** Except as otherwise provided herein, the Developer, the Association and the Board of Directors has the right and power to enforce this Declaration. Failure of the Developer, 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 Developer or 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 Declaration was enforced.

10.2 **Severability.** If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this 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 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 **Developer's Right to Assign.** The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Section 10.4.

10.5 **Release of Liability.** The Developer, the Association, the Board of Directors or the Review Committee, and their respective officers, directors, stockholders, members, employees or agents, shall not, either individually, or jointly and severally, be liable to any Owner, Member or other person for any discretionary action taken, or not taken, under the terms hereof, including, without limitation, approval or disapproval of, or failure to approve, any application for enforcement or non-enforcement of the terms hereof.

10.6 **Indemnification.** To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Committee and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages,



costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Developer, by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Committee) whether or not he or she is a director, an officer or a member of the Review Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Committee or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

## ARTICLE 11

### RESTRICTIONS AND PROVISIONS APPLICABLE TO FIRST PLAT PROPERTY

11.1 **Fencing Prohibition on Certain Lots of First Plat Property.** The Owners of Lots 46, 47, 48 and 49 of the First Plat Property shall not at any time install, erect or construct on or in any part of any of the Lots any fencing of any type and, in the event of any violation of the foregoing, the Developer or the Association at any time may enter upon any of such Lots and remove or cause the removal of any such fencing without liability of any kind to any Owner, without prior notice, and no Owner shall have any recourse against the Developer or the Association for such entry and removal.

11.2 **Fencing Restriction on Certain Lots of First Plat Property.** Lots 1, 2, 3, 4, 5, 6, 7 and 8 of the First Plat Property are hereby subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

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

11.3 **Use and Maintenance of Tracts A and B of First Plat Property.** Tracts A and B of the First Plat Property shall be permanently and perpetually used and maintained by the Association under the terms of the Homes Association Declaration as landscaped buffer strips also providing open green space and with Tract A also being used, in part, for a swimming pool and bathhouse when constructed by the Developer. If any other Tracts are identified and reserved by the First Plat for Subdivision entrance or identification monumentation, the Association also shall use and maintain the same and all monumentation installed or erected therein for such purposes.

11.4 **Association's Maintenance of Detention Tracts C and D.** Pursuant to the First Plat, Tracts C and D are reserved as storm water detention facility areas which will be maintained by the Association. The Association has entered into or will or may enter into one or more agreements, each a Covenant to Maintain Storm Water Detention Facility (the "Covenant"), with the City pursuant to which the Association shall maintain, repair and replace, when and as necessary, the storm water detention facilities to be initially constructed thereon by the Developer in accordance with the provisions of each such Covenant. Each such Covenant is incorporated herein by this reference and the Association shall be responsible, at its cost, for complying with all provisions thereof from time to time.

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

[ALL SIGNATURES MUST BE IN BLACK INK.]

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

ATTEST:

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

ACKNOWLEDGMENT

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

On this 16<sup>th</sup> day of June, 2005, before me, the undersigned Notary Public, in and for said County and State, personally 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 same on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she executed the same as the free act and deed of said corporation for the purposes therein stated.

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

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

My Commission expires:

11/1/05

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY PRIOR TO PLATTING

A subdivision of land in the Northeast Quarter and the Southeast Quarter of Section 25, Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northwest corner of said Southeast Quarter; thence South 0°35'52" West along the West line of said Southeast Quarter, 197.46 feet; thence South 89°24'08" East, 1975.73 feet to the True Point of Beginning of the tract to be herein described; thence North 23°12'52" East, 215.09 feet; thence Northerly on a curve to the left, tangent to the last described course, having a radius of 970.00 feet, a central angle of 04°12'14", an arc distance of 71.17 feet; thence North 61°49'55" West, 369.88 feet; thence North 55°54'04" West, 285.26 feet; thence North 26°36'25" West, 390.68 feet; thence North 34°12'55" East, 272.37 feet; thence North 26°36'25" West, 501.83 feet; thence North 63°23'35" East, 340.00 feet; thence South 26°36'25" East, 631.69 feet; thence North 69°35'32" East, 59.13 feet; thence South 89°29'11" East, 408.77 feet; thence South 0°30'49" West, 38.27 feet; thence South 89°37'42" East, 180.00 feet; thence South 0°22'18" West, 41.95 feet; thence South 89°37'42" East, 130.00 feet to a point on the East line of the aforementioned Northeast Quarter of said Section 25; thence South 0°22'18" West along said East line, 1001.19 feet; thence North 70°04'48" West, 497.35 feet; thence Southerly on a curve to the right, having an initial tangent bearing of South 15°03'55" West, a radius of 1030.00 feet, a central angle of 08°08'57", an arc distance of 146.50 feet; thence South 23°12'52" West, 315.09 feet; thence North 66°47'08" West, 60.00 feet; thence North 23°12'52" East, 100.00 feet to the True Point of Beginning. Containing 28.42 acres, more or less.

PLATTED LEGAL DESCRIPTION OF PROPERTY

Lots 1 through and including 49, and Tracts A, B, C and D, STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Recorded in Clay County, Missouri  
Date and Time: 01/27/2006 at 01:48:15 PM  
Instrument Number: 2006003785  
Book: 5275 Page: 76  
Instrument Type: REST  
Page Count: 5  
Recording Fee: \$36.00 S



Robert T Sevier, Recorder

Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...  
Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...



(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: January 18, 2006  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: N/A  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of January 18, 2006, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), and L.B.S. HOMES, LLC, a Missouri limited liability company (the "Undersigned Lot Owner").

**RECITALS:**

A. On August 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on EXHIBIT A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat, as identified therein and in the Declaration defined below (collectively, the "Property" or the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri, and was recorded on September 15, 2005, in Cabinet F at Sleeve 198 in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty;

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder of Deeds Office (the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Staley Hills Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value;

C. The Developer has also executed that certain Homes Association Declaration of The Staley Hills Homes Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in said Recorder of Deeds Office (the "Homes Association Declaration");

KCT

D. The Undersigned Lot Owner presently owns all of the Lots described on **EXHIBIT A** and the Developer in the sole Class B Member of the Association;

E. Under 9.2 of the Declaration, at any time the Developer is a Class B Member of the Association, the Declaration may be amended, by the execution of a supplemental declaration which is approved and signed by the Developer;

F. The Undersigned Lot Owner is willing to subject its Lots to the restrictions and reservations set forth below.

**NOW, THEREFORE**, in consideration of the premises, the Developer and the Undersigned Lot Owner state and declare as follows:

1. **Fencing Restriction.** The Owners of the Lots legally described and identified on **EXHIBIT A** attached to this Supplemental Declaration shall not at any time install, erect or construct on or in any part of such Lots any fencing of any type and, in the event of any violation of the foregoing, the Developer or the Association at any time may enter upon such Lots and remove or cause the removal of any such fencing without liability of any kind to any Owner, without prior notice, and no Owner shall have any recourse against the Developer or the Association for such entry and removal.

2. **Ratification of Declaration.** The Developer, on behalf of itself as the sole Class B Member and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, and the Undersigned Lot Owner, hereby ratify, affirm and confirm all covenants, conditions, restrictions and easements contained in the Declaration, as supplemented and amended by this Supplemental Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, the Undersigned Lot Owner and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all or any part of the Staley Hills Property or any Lot otherwise subject to the terms hereof.

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

**DEVELOPER:**

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

{Corporate Seal}

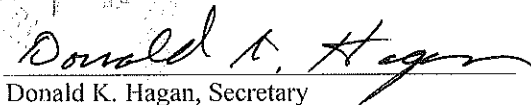
By:



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

ATTEST

By:



Donald K. Hagan, Secretary

**UNDERSIGNED LOT OWNER:**

**L.B.S. HOMES, LLC**

By: 

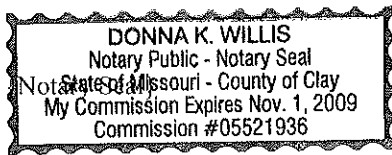
Printed Name: Shawn Stevens

Title: Member

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 18<sup>th</sup> day of January, 2006, 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 Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, with full authority to do so, and she acknowledged that she executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K. Willis  
Signature of Notary Public in and for said County and State



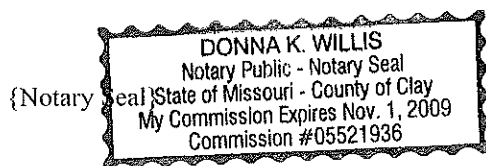
My Commission expires:

11/1/09

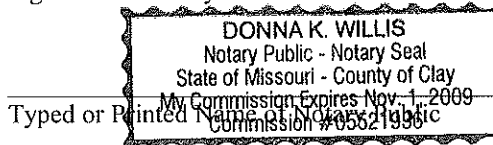
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF Clay )

On this 18<sup>th</sup> day of January, 2006, before me, the undersigned Notary Public, appeared Shawn Stephens, who, being by me duly sworn, did say that he/she is the member of L.B.S. Homes, LLC, a Missouri limited liability company, that he/she executed the foregoing First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said company, with full authority to do so, and he/she acknowledged that he/she executed the same as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K. Willis  
Signature of Notary Public in and for said County and State



My Commission expires:

11/1/09


**EXHIBIT A**  
**TO**  
**FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Lots 9, 10 and 11, STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and entitled to cast a majority of the votes under the Homes Association Declaration.

Dated this 18<sup>th</sup> day of January, 2006.

  
Tamara S. Henderson

CL accom  
Hunt midwest  
8300 NE underground Dr.  
# 100  
KC MO 641161



(A)

Recorded in Clay County, Missouri

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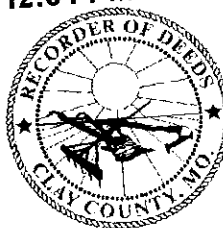
Instrument Number: 2006031438

Book: 5440 Page: 54

Instrument Type: REST

Page Count: 8

Recording Fee: \$45.00 S



Copy



Robert T Sevier, Recorder

Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...  
Grantee: STALEY HILLS

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Second Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills.  
Document Date: April 27, 2006  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: N/A  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibits A, B and C attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of April 27, 2006, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On JUNE 8, 2006, the Developer executed that certain subdivision plat entitled "STALEY HILLS - SECOND PLAT" (the "Staley Hills Second Plat"), covering the real property formerly

STEWART TITLE

legally described as shown therein and on **Exhibit A** to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration (collectively, the "First Expansion Property"), which Staley Hills Second Plat was approved on JUNE 15, 2006, by the City, and was recorded on JULY 21, 2006, under Document No. 2006 \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

E. On \_\_\_\_\_, 2006, the Developer executed that certain subdivision plat entitled "STALEY HILLS - THIRD PLAT" (the "Staley Hills Third Plat"), covering the real property formerly legally described as shown therein and on **Exhibit B** to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration (collectively, the "Second Expansion Property"), which Staley Hills Third Plat was approved on \_\_\_\_\_, 2006, by the City, and was recorded on \_\_\_\_\_, 2006, under Document No. 2006 \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

F. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Staley Hills Second Plat and the Staley Hills Third Plat.

G. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the First Expansion Property and the Second Expansion Property and to subject the First Expansion Property and the Second Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

H. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

I. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas 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 the Staley Hills Second Plat and the Staley Hills Third Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Second Plat, the Staley Hills Third Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the First Expansion Property and the Second Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Staley Hills Second Plat, the Staley Hills Third Plat and this Supplemental Declaration to include the First Expansion Property and the Second Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Staley Hills Second Plat and the Staley Hills Third Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots and Common Areas.** The new Lots, Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the First Expansion Property and the Second Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Staley Hills Second Plat, the Staley Hills Third Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Use and Maintenance of Certain Tracts.** Tracts F, G and H and HA Tracts 1 and 2 shown on or in the Staley Hills Second Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open or green space areas, sign monumentation and storm water detention as described therein.

6. **Association's Maintenance of Detention Tracts and Detention Facilities.** Tracts C and D of the Staley Hills – First Plat (the “Detention Tracts”) were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Second and Third Plats (i.e. the First and Second Expansion Properties) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts. The Association is authorized to and shall enter into with the City similar covenants and agreements affecting or pertaining to the Staley Hills Second and Third Plats agreeing, at the Association's cost, to maintain, repair and replace, when and as necessary, the storm water detention facilities on or in the Detention Tracts and granting to the City certain rights with respect thereto, including of inspection and repair and to assess liens on Lots and Tracts of the Staley Hills Second and Third Plats for any City incurred maintenance and repair costs in the event of any failure by the Association to perform its responsibilities.

7. **Fencing Restriction on Certain Lots.** Lots 50 through and including 68 of the Staley Hills Second Plat are hereby subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

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

8. **No Fencing on Certain Lots.** The Owners of Lots 69 and 70 of the Staley Hills Second Plat shall not at any time install, erect or construct on or in any part of such Lots any fencing of any type and, in the event of any violation of the foregoing restriction, the Developer or the Association at any time may enter upon such Lots and remove or cause the removal of such fencing without liability of any kind to the Owners, without prior notice, and the Owners shall have no recourse against the Developer or the Association for such entry and removal.

9. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property or any Lot otherwise subject to the terms hereof.

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

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

{Corporate Seal}

By:

*Ora H. Reynolds, V.P.*

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

By:

*Clayton L. Holder*

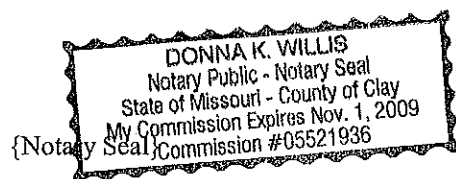
~~Clayton L. Holder, Asst. Sec.~~  
Clayton L. Holder, Asst. Sec.

**ACKNOWLEDGEMENT**

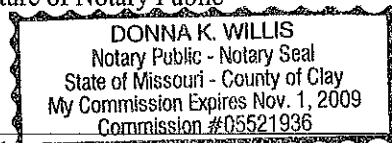
STATE OF MISSOURI    )  
                                  ) SS.  
COUNTY OF CLAY    )

On this 27<sup>th</sup> day of April, 2006, 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 Supplemental Declaration on behalf of said corporation, with full authority to do so, and she acknowledged that she executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



*Donna K. Willis*  
Signature of Notary Public



Typed or Printed Name of Notary

My Commission expires:

11/1/09

**EXHIBIT A  
TO  
SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Description of First Expansion Property Prior to Platting

A subdivision of land in the Southeast Quarter of Section 24 and the Northeast Quarter of Section 25, all in Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 0°22'18" West along the East line of said Northeast Quarter, 306.80 feet; thence North 89°37'42" West, 1289.32 feet to the True Point of Beginning of the tract to be herein described; thence South 0°30'49" West, 130.00 feet; thence South 89°29'11" East, 57.84 feet; thence South 0°30'49" West, 144.37 feet; thence South 03°35'24" East, 77.37 feet; thence South 19°15'02" East, 174.15 feet; thence Easterly on a curve to the right, having an initial tangent bearing of North 70°44'58" East, a radius of 825.00 feet, a central angle of 0°31'07", an arc distance of 7.47 feet; thence South 18°43'55" East, 50.00 feet; thence South 26°36'25" East, 186.03 feet to a point on the Northerly line of STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence South 63°23'35" West along said Northerly line, 340.00 feet; thence North 26°36'25" West, 569.00 feet; thence North 64°49'02" West, 721.61 feet; thence North 89°14'03" West, 314.64 feet to a point on the Easterly right-of-way line of N Woodland Avenue, as now established; thence North 0°35'00" East along said Easterly line, 381.70 feet to a point on the North line of said Northeast Quarter; thence South 89°29'11" East along said North line, 480.18 feet; thence North 0°18'05" East, 7.96 feet; thence South 89°41'55" East, 141.22 feet; thence North 85°15'58" East, 67.36 feet; thence North 75°14'18" East, 66.26 feet; thence South 21°20'14" East, 141.31 feet; thence Northeasterly on a curve to the left, having an initial tangent bearing of North 66°55'26" East, a radius of 490.00 feet, a central angle of 05°18'49", an arc distance of 45.44 feet; thence South 28°23'23" East, 50.00 feet; thence South 31°05'34" East, 87.27 feet; thence South 43°09'56" East, 61.41 feet; thence South 56°31'05" East, 60.37 feet; thence South 69°13'34" East, 61.21 feet; thence South 78°18'20" East, 74.68 feet; thence South 89°29'11" East, 162.00 feet to the True Point of Beginning. Containing 17.31 acres, more or less.

Note: The above-described First Expansion Property has been platted. The recording information identifying the Staley Hills Second Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit A** is attached.

**EXHIBIT B**  
**TO**  
**SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Description of Second Expansion Property Prior to Platting

A subdivision of land in the Northeast Quarter of Section 25, Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 0°22'18" West along the East line of said Northeast Quarter, 1336.29 feet to the True Point of Beginning of the tract to be herein described; thence continuing South 0°22'18" West along said East line, 320.00 feet to a point on the Northerly line of STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 89°37'42" West along said Northerly line, 130.00 feet; thence North 0°22'18" East along said Northerly line, 41.95 feet; thence North 89°37'42" West along said Northerly line, 180.00 feet; thence North 0°22'18" East along said Northerly line, 38.27 feet; thence North 89°29'11" West along said Northerly line, 408.67 feet; thence South 69°35'32" West along said Northerly line, 59.13 feet; thence North 26°36'25" West along said Northerly line, 149.66 feet; thence North 26°56'22" West along said Northerly line, 51.09 feet; thence North 26°36'25" West along said Northerly line, 138.08 feet; thence North 70°46'35" East, 69.69 feet; thence North 85°36'06" East, 71.70 feet; thence South 89°29'11" East, 481.08 feet; thence South 0°30'49" West, 38.29 feet; thence South 89°37'42" East, 179.85 feet; thence South 0°22'18" West, 31.94 feet; thence South 89°37'42" East, 130.00 feet to the True Point of Beginning. Containing 6.16 acres, more or less.

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

**EXHIBIT C**  
**TO**  
**SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Description of Lots Contained in the Staley Hills Second and Third Plats


Lots 50 through and including 90, Tracts F, G and H and HA Tracts 1 and 2, STALEY HILLS – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 91 through and including 110, STALEY HILLS – THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 27<sup>th</sup> day of April, 2006.

  
\_\_\_\_\_  
Tamara S. Henderson



Date and Time: 04/06/2009 at 11:59:58 AM

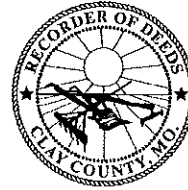
Instrument Number: 2009011188

Book: 6154 Page: 156

Instrument Type: REST

Page Count: 7

Recording Fee: \$42.00 S



Electronically Recorded

Robert T. Sevier, Recorder

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Title of Document: **Third Supplement to Declaration of Covenants,  
Conditions, Restrictions and Easements of Staley Hills**

Date of Document: March 17, 2009

Grantor(s) **Hunt Midwest Real Estate Development, Inc., Craig  
Jameson, Luanne Neth (now Jameson), Robert W. Leak  
and Julie A. Leak (aka Julie Leak) and Alan T. Haskins  
and Audrey A. Haskins**

Grantee(s): **~~REDACTED~~ STALEY HILLS**

Grantor(s) Address: **8300 NE Underground Drive, Kansas City, Mo. 64161**

Legal Description: See Exhibit A attached

Reference Book and Pages (s) Book 5142 at page 134, Book 5275 at page 76, Book 5440 at page 54, Book 5142 at page 135 and Book 5440 at page 53

**KANSAS CITY TITLE**  
*CL 83825*

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

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Title of Document: **Third Supplement to Declaration of Covenants,  
Conditions, Restrictions and Easements of Staley Hills**

Date of Document: March 17, 2009

Grantor(s) **Hunt Midwest Real Estate Development, Inc., Craig  
Jameson, Luanne Neth (now Jameson), Robert W. Leak  
and Julie A. Leak (aka Julie Leak) and Alan T. Haskins  
and Audrey A. Haskins**

Grantee(s): ~~N/A~~ **STALEY HILLS**

Grantor(s) Address: **8300 NE Underground Drive, Kansas City, Mo. 64161**

Legal Description: See Exhibit A attached

Reference Book and Pages (s) Book 5142 at page 134, Book 5275 at page 76, Book 5440 at page 54, Book 5142 at page 135 and Book 5440 at page 53

**KANSAS CITY TITLE**  
**CL 83825**

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

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(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

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Document Title: Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements  
of Staley Hills  
Document Date: March 17, 2009  
Grantor Names: Hunt Midwest Real Estate Development, Inc., et al  
Grantee Names: N/A  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

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**THIRD SUPPLEMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

**THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS** (this "Supplemental Declaration") is made and executed as of March 17, 2009, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), **CRAIG JAMESON**, an individual, **LUANNE NETH**, an individual, **ROBERT W. LEAK and JULIE A. LEAK**, husband and wife, and **ALAN T. HASKINS and AUDREY A. HASKINS**, husband and wife (the "Undersigned Lot Owners").

**RECITALS:**

**A.** On August 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on EXHIBIT A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat, as identified therein and in the Declaration defined below (collectively, the "Property", the "First Plat Property", or the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri, and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty;

**B.** The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No.

2005044946, in Book 5142, at Page 134, in said Recorder of Deeds Office, as amended by First Supplement thereto dated as of January 18, 2006, recorded on January 27, 2006, under Document No. 2006003785, in Book 5275 at Page 76 (the "First Supplement"), and by Second Supplement thereto dated as of April 27, 2006, recorded on July 21, 2006, under Document No. 2006031438, in Book 5440 at Page 54 (collectively, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Staley Hills Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value. All capitalized terms or words in this Supplement not otherwise defined herein shall have the meanings and definitions ascribed to them in the Declaration;

C. The Developer has also executed that certain Homes Association Declaration of The Staley Hills Homes Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044947, in Book 5142, at Page 135, in said Recorder of Deeds Office, as amended by the First Supplement thereto dated as of April 27, 2006, recorded on July 21, 2006, under Document No. 200603147, in Book 5440 at Page 53 (the "Homes Association Declaration");

D. The Undersigned Lot Owners presently own Lots 9, 10 and 11 of the First Plat Property as described on **EXHIBIT A** and the Developer is the sole Class B Member of the Association;

E. Under 9.2 of the Declaration, at any time the Developer is a Class B Member of the Association, the Declaration may be amended, by the execution of a supplemental declaration which is approved and signed by the Developer;

F. The Undersigned Lot Owners are willing to subject their respective Lots to the amended and modified restrictions and reservations set forth below.

**NOW, THEREFORE**, in consideration of the premises, the Developer and the Undersigned Lot Owners state and declare as follows:

1. **Amendment and Modification of First Supplement.** Section 1 of the First Supplement is amended and modified by removing Lots 9, 10 and 11 of the First Plat Property from the no fencing restrictions therein contained.

2. **Fencing Restrictions on Lots 9, 10 and 11 of First Plat Property.** Lots 9, 10 and 11 of the First Plat Property (for purposes of this paragraph only, referred to as the "Restricted Lots") are hereby subjected to the following:

(a) Any fencing permitted on such Restricted Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

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

3. **Ratification of Declaration.** The Developer, on behalf of itself as the sole Class B Member and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, and the Undersigned Lot Owners, hereby ratify, affirm and confirm all covenants, conditions, restrictions and easements contained in the Declaration, as supplemented and amended by this Supplemental Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, the Undersigned Lot Owners and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all or any part of the Staley Hills Property or any Lot otherwise subject to the terms hereof.



STATE OF MISSOURI )  
COUNTY OF Clay ) SS.

On this 2nd day of April, 2009, before me, the undersigned Notary Public, appeared Craig Jameson and LuAnne ~~Neth~~ Jameson, individuals, who, being by me duly sworn, did say that they executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

{Notary Seal} DONNA K. WILLIS  
Notary Public - Notary Seal  
State of Missouri - County of Clay  
My Commission Expires Nov. 1, 2009  
Commission #05521026

Donna K Willis  
Signature of Notary Public in and for said County and State  
DONNA K. WILLIS  
Notary Public - Notary Seal  
State of Missouri - County of Clay  
My Commission Expires Nov. 1, 2009  
Typed or Printed Name of Notary Public

My Commission Expires: 11/1/09

\*\*\*\*\*

STATE OF MISSOURI )  
COUNTY OF Clay ) SS.

On this 2nd day of April, 2009, before me, the undersigned Notary Public, appeared Robert W. Leak and Julie ~~K~~ A. Leak, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

{Notary Seal} DONNA K. WILLIS  
Notary Public - Notary Seal  
State of Missouri - County of Clay  
My Commission Expires Nov. 1, 2009  
Commission #05521026

Donna K Willis  
Signature of Notary Public in and for said County and State  
DONNA K. WILLIS  
Notary Public - Notary Seal  
State of Missouri - County of Clay  
My Commission Expires Nov. 1, 2009  
Typed or Printed Name of Notary Public

My Commission Expires: 11/1/09

\*\*\*\*\*

STATE OF MISSOURI )  
COUNTY OF Clay ) SS.

On this 2nd day of April, 2009, before me, the undersigned Notary Public, appeared Alan T. Haskins and Audrey A. Haskins, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

{Notary Seal} DONNA K. WILLIS  
Notary Public - Notary Seal  
State of Missouri - County of Clay  
My Commission Expires Nov. 1, 2009  
Commission #05521026

Donna K Willis  
Signature of Notary Public in and for said County and State  
DONNA K. WILLIS  
Notary Public - Notary Seal  
State of Missouri - County of Clay  
My Commission Expires Nov. 1, 2009  
Typed or Printed Name of Notary Public

My Commission Expires: 11/1/09

**EXHIBIT A  
TO  
THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Lots 9, 10 and 11, STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

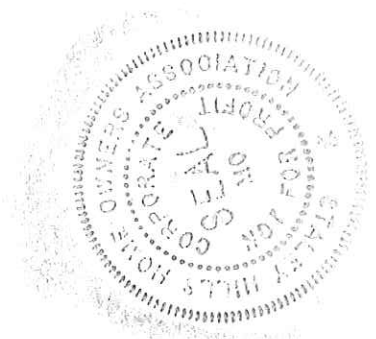
**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and entitled to cast a majority of the votes under the Homes Association Declaration.

Dated this 3rd day of <sup>April</sup> ~~March~~, 2009.

  
Tamara S. Henderson

KANSAS CITY TITLE  
RETURN TO: Hunt Midwest Real Estate Dev  
8300 NE Underwood Dr.  
KCMO 64611 attn: Kerri Giddings  
FILE NO. 83825





Date and Time: 06/10/2010 at 09:38:04 AM

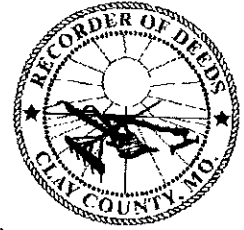
Instrument Number: 2010019182

Book: 6425 Page: 84

Instrument Type: REST

Page Count: 6

Recording Fee: \$39.00 S



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMENT...  
 Grantee: STALEY HILLS HOME FIRST PLAT

Robert T Sevier, Recorder

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

Document Title: Fourth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
 Document Date: April 20, 2010  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: \*\*\*  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of April 20, 2010, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second and Third Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On May 4<sup>th</sup>, 2010, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FOURTH PLAT" (the "Staley Hills Fourth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit C attached to this Supplemental Declaration (the "Third Expansion Property"), which Staley Hills Fourth Plat was approved on July 1, 2008, by the City, and was recorded on 6/10/10, 2010, under Document No. 2010019180.

KCT

in <sup>Sub</sup> Book 4, at <sup>SLY</sup> Page 10, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

E. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Staley Hills Fourth Plat.

F. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Third Expansion Property and to subject the Third Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

H. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, any Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Third Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Staley Hills Fourth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Fourth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Third Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Staley Hills Fourth Plat and this Supplemental Declaration to include the Third Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Staley Hills Fourth Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Any Tracts and Any Common Areas.** The new Lots, any Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Third Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Staley Hills Fourth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Maintenance of Detention Tracts and Detention Facilities.** Tracts C and D of the Staley Hills – First Plat (the "Detention Tracts") were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Fourth Plat (i.e. the Third Expansion Property) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts and Basin B4 located approximately 200 feet west of Tract D outside the Staley Hills Fourth Plat as shown on Exhibit "D" attached to that certain Covenant to Maintain Storm Water Detention and BMP Facilities (Plat of Staley Hills Fourth Plat) [the "Staley Hills Fourth Plat Storm Water Covenant"]. The Association is authorized to and shall enter into with the City the Staley Hills Fourth Plat Storm

Water Covenant affecting or pertaining to the Staley Hills Fourth Plat agreeing, at the Association's cost, to maintain, repair and replace, when and as necessary, the storm water detention facilities on or in the Detention Tracts and Basin B4 and granting to the City certain rights with respect thereto, including of inspection and repair and to assess liens on Lots and Tracts of the Staley Hills Fourth Plat for any City incurred maintenance and repair costs in the event of any failure by the Association to perform its responsibilities.

6. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property or any Lot otherwise subject to the terms hereof.

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

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

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

{Corporate Seal}

ATTEST

By: *Donald K. Hagan*

Donald K. Hagan, Secretary

**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 20<sup>th</sup> day of April, 2010, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and she acknowledged that she executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

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

*Connie S. Thomas*  
Signature of Notary Public

Connie S. Thomas  
Typed or Printed Name of Notary

My Commission expires:

1-22-14

**EXHIBIT A  
TO  
FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Description of Third Expansion Property Prior to Platting

A subdivision of land in the Northeast Quarter of Section 25, Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 0°22'18" West along the East line of said Northeast Quarter, 1016.29 feet to the True Point of Beginning of the tract to be herein described; thence continuing South 0°22'18" West along said East line, 320.00 feet to a point on the Northerly line of STALEY HILLS – THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 89°37'42" West along said Northerly line, 130.00 feet; thence North 0°22'18" East along said Northerly line, 31.94 feet; thence North 89°37'42" West along said Northerly line, 179.85 feet; thence North 0°30'49" East along said Northerly line, 38.29 feet; thence North 89°29'11" West along said Northerly line, 481.08 feet; thence South 85°36'06" West along said Northerly line, 71.70 feet; thence South 70°46'35" West along said Northerly line, 69.69 feet to a point on the Easterly line of STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 26°36'25" West along said Easterly line, 138.13 feet; thence North 26°16'09" West along said Easterly line, 50.27 feet; thence North 26°36'25" West along said Easterly line and the Easterly line of STALEY HILLS – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, 144.40 feet; thence North 72°19'45" East, 127.41 feet; thence North 87°39'27" East, 71.74 feet; thence South 89°29'11" East, 705.85 feet; thence South 89°37'42" East, 50.00 feet; thence South 0°22'18" West, 59.90 feet; thence South 89°37'42" East, 130.00 feet to the True Point of Beginning. Containing 7.42 acres, more or less.

Note: The above-described Third Expansion Property has been platted. The recording information identifying the Staley Hills Fourth Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this Exhibit A is attached.

**EXHIBIT B**  
**TO**  
**FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

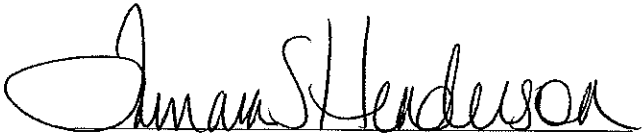
Description of Lots Contained in the Staley Hills Fourth Plat

Lots 111 through and including 135, STALEY HILLS – FOURTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 20<sup>th</sup> day of April, 2010.

  
Tamara S. Henderson

*[Handwritten scribbles]*

Date and Time: 12/08/2011 at 03:34:26 PM

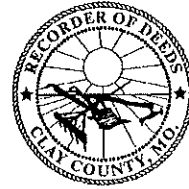
Instrument Number: 2011039975

Book: 6739 Page: 8

Instrument Type: REST

Page Count: 6

Recording Fee: \$39.00 S



Electronically Recorded

Jay Lawson, Recorder

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Fifth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: November 28, 2011  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: ~~NA~~ \*  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of November 28, 2011, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), WARDELL L. HOOKS and MICHELE L. HOOKS, husband and wife, and JOSEPH LANE HOMES, LLC, a Missouri limited liability company (the "Undersigned Lot Owners").

**RECITALS:**

A. On August 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty;

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third and Fourth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value;

C. The Developer has also executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (The "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in said Recorder of Deeds Office of Clay County, Missouri at Liberty (the "Homes Association Declaration");

D. The Undersigned Lot Owners presently own Lots 69 and 70 of those Lots described on EXHIBIT A, and the Developer is the sole Class B Member of the Association;

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Fifth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: November 28, 2011  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: ~~N/A~~ \*  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

**THIS FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS** (this "Supplemental Declaration") is made and executed as of November 28, 2011, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), **WARDELL L. HOOKS** and **MICHELE L. HOOKS**, husband and wife, and **JOSEPH LANE HOMES, LLC**, a Missouri limited liability company (the "Undersigned Lot Owners").

**RECITALS:**

**A.** On August 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty;

**B.** The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third and Fourth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value;

**C.** The Developer has also executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (The "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in said Recorder of Deeds Office of Clay County, Missouri at Liberty (the "Homes Association Declaration");

**D.** The Undersigned Lot Owners presently own Lots 69 and 70 of those Lots described on **EXHIBIT A**, and the Developer is the sole Class B Member of the Association;



E. Under 9.2 of the Declaration, at any time the Developer is a Class B Member of the Association, the Declaration may be amended, by the execution of a supplemental declaration which is approved and signed by the Developer;

F. The Undersigned Lot Owners are willing to subject their respective Lots to the amended and modified restrictions and reservations set forth below.

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

1. **Amendment and Modification of the Second Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills – 7. Fencing Restriction on Certain Lots.** No. 7 of the Second Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills is hereby amended and modified as follows: Lots 69 and 70 of the Staley Hills - Second Plat property shall be added to the list of lots in this paragraph therefore subjecting lot 69 and 70 to the fencing restriction therein contained. Lots 69 and 70 and Lots 50 through and including 68 of the Second Plat Property (for purposes of this paragraph only, referred to as the "Restricted Lots" are hereby subject to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

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

2. **Amendment and Modification of the Second Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills – 8. No Fencing on Certain Lots.** Lots 69 and 70 of the Staley Hills - Second Plat property shall be removed from this paragraph.

3. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and holder of a majority of the votes possible to be cast under the Homes Association Declaration, and the Undersigned Lot Owners, hereby ratify, affirm and confirm all covenants, conditions, restrictions and easements contained in the Declaration, as supplemented and amended by this Supplement Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, the Undersigned Lot Owners and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Staley Hills Property or any Lot otherwise subject to the terms hereof.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

ATTEST:

By:

Ora H. Reynolds, President

By:

Donald K. Hagan, Secretary

**WARDELL L. HOOKS**

**Printed Name:**

Wardell Hooks

**By:**

**Printed Name:**

Michelle L. Hooks

**By:**

**Title:**

Steve Frisbie

STATE OF MISSOURI     )  
                             ) SS.  
COUNTY OF CLAY      )

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

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

Connie S Thomas

Typed or Printed Name of Notary

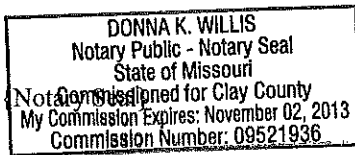
1-22-14

**ACKNOWLEDGEMENT**

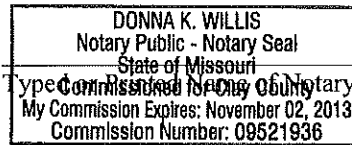
STATE OF MISSOURI   )  
                                  ) SS.  
COUNTY OF CLAY     )

On this 26<sup>th</sup> day of November, 2011, before me, the undersigned Notary Public, appeared **Wardell L. Hooks and Michele L. Hooks**, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Fifth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K. Willis  
Signature of Notary Public



My Commission expires:

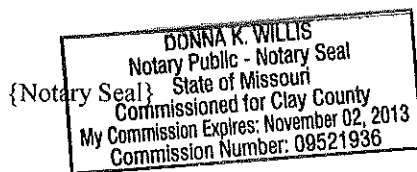
11/2/13

**ACKNOWLEDGEMENT**

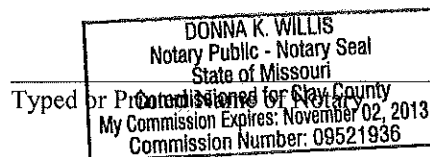
STATE OF MISSOURI   )  
                                  ) SS.  
COUNTY OF CLAY     )

On this 26<sup>th</sup> day of November, 2011, before me, the undersigned Notary Public, appeared **Steve Frisbie**, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of **Joseph Lane Homes, LLC**, a limited liability company, that he executed the foregoing Fifth Supplement Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K. Willis  
Signature of Notary Public



My Commission expires:

11/2/13

**EXHIBIT A**  
**TO**  
**FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Description of Lots Contained in the Staley Hills - Second Plat

Lots 50 through and including 90, STALEY HILLS – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

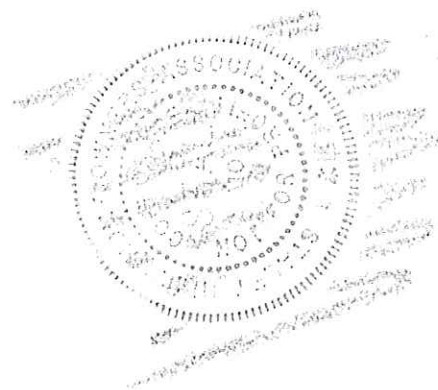
**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 28<sup>th</sup> day of November, 2011.

  
Tamara S. Henderson

When Recorded Return to:  
Hunt Midwest  
8300 NE Underground Dr #100  
Kansas City, mo 641161



KCT 157153

Date and Time: 07/05/2013 at 01:55:01 PM

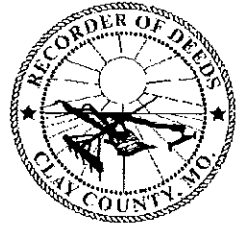
Instrument Number: 2013025916

Book: 7138 Page: 22

Instrument Type: REST

Page Count: 6

Recording Fee: \$39.00 S



Jay Lawson, Recorder



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

Document Title: Sixth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
 Document Date: 2-5, 2013  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Staley Hills  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of February 5, 2013, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth and Fifth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On June 4, 2013, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIFTH PLAT" (the "Staley Hills Fifth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (the "Fourth Expansion Property"), which Staley Hills Fifth Plat was approved on April 17, 2012, by the

**KANSAS CITY TITLE**

City, and was recorded on July 5, 2013 under Document No. 2013025915, in Book H, at Page 61, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

E. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Staley Hills Fifth Plat.

F. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Fourth Expansion Property and to subject the Fourth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

H. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, any Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Fourth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Staley Hills Fifth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Fifth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Fourth Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Staley Hills Fifth Plat and this Supplemental Declaration to include the Fourth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Staley Hills Fifth Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Any Tracts and Any Common Areas.** The new Lots, any Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Fourth Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Staley Hills Fifth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Maintenance of Detention Tracts and Detention Facilities.** Tracts C and D of the Staley Hills – First Plat (the "Detention Tracts") were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Fifth Plat (i.e. the Fourth Expansion Property) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts and Basin B4 located approximately 200 feet west of Tract D outside the Staley Hills Fifth Plat as shown on Exhibit "D" attached to that certain Covenant to Maintain Storm Water Detention and BMP Facilities (Plat of Staley Hills Fourth Plat) [the "Staley Hills Fourth Plat Storm Water Covenant"]. The Association is authorized to and shall enter into with the City, if required by the City, any amendments to the Staley

Hills Fourth Plat Water Covenant or new agreements affecting or pertaining to storm water detention for the Staley Hills Fifth Plat.

6. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property or any Lot otherwise subject to the terms hereof.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By:

*Ora H. Reynolds*

Ora H. Reynolds, President

By:

*Donald K. Hagan*

Donald K. Hagan, Secretary

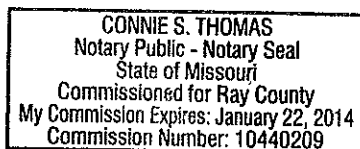
**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 5<sup>th</sup> day of February, 2013, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and she acknowledged that she executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

{Notary Seal}



*Connie S. Thomas*  
Signature of Notary Public

*Connie S. Thomas*  
Typed or Printed Name of Notary

My Commission expires:

1-22-14



**EXHIBIT A**  
**TO**  
**SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Description of Fourth Expansion Property Prior to Platting

A tract of land in the Northeast Quarter of Section 25, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00°22'18" West, along the East line of said Northeast Quarter, 631.29 feet to the Point of Beginning of the tract of land to be herein described; thence continuing South 00°22'18" West, along said East line, 385.00 feet to the Northeast corner of "STALEY HILLS - FOURTH PLAT", a subdivision of land in said Kansas City, Clay County, Missouri; thence North 89°37'42" West, along the North line of said "STALEY HILLS - FOURTH PLAT", 130.00 feet; thence North 00°22'18" East, continuing along said North line, 59.90 feet; thence North 89°37'42" West, continuing along said North line, 50.00 feet; thence North 89°29'11" West, continuing along said North line, 705.85 feet; thence South 87°39'27" West, continuing along said North line, 71.74 feet; thence South 72°19'45" West, continuing along said North line, 127.41 feet to a point on the East line of "STALEY HILLS - SECOND PLAT", a subdivision of land in said Kansas City, Clay County, Missouri; thence North 26°36'25" West, along said East line, 146.09 feet; thence North 18°43'55" West, continuing along said East line, 50.00 feet; thence Westerly, continuing along said East line, on a curve to the left having an initial tangent bearing of South 71°16'05" West with a radius of 825.00 feet, a central angle of 00°31'07" and an arc distance of 7.47 feet; thence North 19°15'02" West, continuing along said North line, 174.15 feet; thence North 03°35'24" West, continuing along said North line, 77.37 feet; thence North 00°30'49" East, continuing along said North line, 144.37 feet; thence North 89°29'11" West, continuing along said North line, 57.84 feet; thence North 00°30'49" East, continuing along said North line, 130.00 feet to the Northeast corner of said "STALEY HILLS - SECOND PLAT"; thence South 89°29'11" East, 555.00 feet; thence South 00°30'49" West, 180.00 feet; thence North 89°29'11" West, 17.16 feet; thence South 00°30'49" West, 143.00 feet; thence South 89°29'11" East, 572.28 feet; thence South 89°37'42" East, 50.00 feet; thence North 00°22'18" East, 1.27 feet; thence South 89°37'42" East, 130.00 feet to the Point of Beginning. Containing 557,139 square feet or 12.79 acres, more or less.

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

**EXHIBIT B**  
**TO**  
**SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

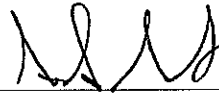
Description of Lots Contained in the Staley Hills Fifth Plat

Lots 136 through and including 177, STALEY HILLS – FIFTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Aaron Schmitt, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 6<sup>th</sup> day of February, 2013.



Aaron Schmidt

KANSAS CITY TITLE  
159126



Recording Date/Time: 01/09/2015 at 01:44:12 PM

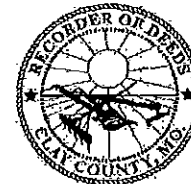
Instr #: 2015000876

Book: 7424 Page: 43

Type: REST

Pages: 6

Fee: \$39.00 \$ 20150000532

Kalee Porter  
Recorder of Deeds

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

Document Title: Seventh Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
 Document Date: 7-10-14, 2014  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of 7-10-, 2014, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth and Sixth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On 9-18-, 2014, the Developer executed that certain subdivision plat entitled "STALEY HILLS - SIXTH PLAT" (the "Staley Hills Sixth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (the "Fifth Expansion Property"), which Staley Hills Sixth Plat was approved on 8-28-, 2014, by the

KANSAS CITY TITLE  
176555

Staley Hills - 6<sup>th</sup> Plat

City, and was recorded on 1 - 9 - 2015, under Document No. 2015 000872, in Book H, at Page 114, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

E. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Staley Hills Sixth Plat.

F. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Fifth Expansion Property and to subject the Fifth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

H. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, any Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Fifth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Staley Hills Sixth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Sixth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Fifth Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Staley Hills Sixth Plat and this Supplemental Declaration to include the Fifth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Staley Hills Sixth Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Any Tracts and Any Common Areas.** The new Lots, any Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Fifth Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Staley Hills Sixth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Maintenance of Detention Tracts and Detention Facilities.** Tracts C and D of the Staley Hills - First Plat (the "Detention Tracts") were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Sixth Plat (i.e. the Fifth Expansion Property) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts and Basin B4 located approximately 200 feet west of Tract D outside the Staley Hills Sixth Plat as shown on Exhibit "D" attached to that certain Covenant to Maintain Storm Water Detention and BMP Facilities (Plat of Staley Hills Fourth Plat) [the "Staley Hills Fourth Plat Storm Water Covenant"]. The Association is authorized to and shall enter into with the City, if required by the City, any

amendments to the Staley Hills Fourth Plat Water Covenant or new agreements affecting or pertaining to storm water detention for the Staley Hills Sixth Plat.

6. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property or any Lot otherwise subject to the terms hereof.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By:

Ora H. Reynolds, President

ATTEST:

By:

Donald K. Hagan, Secretary

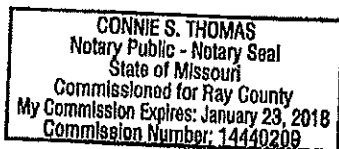
**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 10<sup>th</sup> day of July, 2014, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and she acknowledged that she executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

{Notary Seal}



Connie S Thomas  
Signature of Notary Public

Connie S Thomas  
Typed or Printed Name of Notary

My Commission expires:

1-23-18

**EXHIBIT A**  
**TO**  
**SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

**Legal Description of Fifth Expansion Property Prior to Platting**

A tract of land in the Northeast Quarter of Section 25 and the Southeast Quarter of Section 24, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows:

Beginning at the Northeast corner of said Northeast Quarter; thence South 00°22'18" West, along the East line of said Northeast Quarter, 631.29 feet to the Northeast corner of Lot 140, STALEY HILLS – FIFTH PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence North 89°37'42" West, along the North line of said Lot 140, 130.00 feet to the Northwest corner of said Lot 140; thence South 00°22'18" West, along the West line of said Lot 140, 1.27 feet; thence North 89°37'42" West, 50.00 feet to the Northeast corner of Lot 165, STALEY HILLS – FIFTH PLAT; thence North 89°29'11" West, along the North line of Lots 158 thru 165, STALEY HILLS – FIFTH PLAT, 572.28 feet to the Southeast corner of Lot 177, STALEY HILLS – FIFTH PLAT; thence North 00°30'49" East, along the East line of said Lot 177, 143.00 feet to the Northeast corner of said Lot 177; thence South 89°29'11" East, 17.16 feet; thence North 00°30'49" East, 180.00 feet to the Northeast corner of Lot 171, STALEY HILLS – FIFTH PLAT; thence North 89°29'11" West, along the North line of STALEY HILLS – FIFTH PLAT, and the North line of STALEY HILLS – SECOND PLAT, a subdivision in said Kansas City, Clay County, Missouri, 717.00 feet to the Northeast corner of Lot 82, STALEY HILLS – SECOND PLAT; thence North 78°18'20" West, along the North line of said Lot 82, 74.68 feet to the Northwest corner of said Lot 82; thence North 69°13'34" West, along the North line of Lot 81, STALEY HILLS – SECOND PLAT, 61.21 feet to the Northwest corner of said Lot 81; thence North 56°31'05" West, along the North line of Lot 80, STALEY HILLS – SECOND PLAT, 60.37 feet to the Northwest corner of said Lot 80; thence North 43°09'56" West, along the North line of Lot 79, STALEY HILLS – SECOND PLAT, 61.41 feet to the Northwest corner of said Lot 79; thence North 31°05'34" West, along the North line of Lot 78, STALEY HILLS – SECOND PLAT, 87.27 feet to the Northwest corner of said Lot 78; thence North 28°23'23" West, along the North line of STALEY HILLS – SECOND PLAT, 50.00 feet; thence Southwesterly, continuing along said North line, along a curve to the right having an initial tangent bearing of South 61°36'37" West with a radius of 490.00 feet, a central angle of 05°18'49" and an arc distance of 45.44 feet to the Southeast corner of Lot 77, STALEY HILLS – SECOND PLAT; thence North 21°20'14" West, along the East line of said Lot 77, 141.31 feet to the Northeast corner of said Lot 77; thence North 64°12'54" East, 66.51 feet; thence North 51°43'13" East, 66.68 feet; thence North 40°44'04" East, 66.81 feet; thence South 55°46'20" East, 133.32 feet; thence Northeasterly along a curve to the left having an initial tangent bearing of North 33°54'01" East with a radius of 490.00 feet, a central angle of 04°11'53" and an arc distance of 35.90 feet; thence South 60°17'52" East, 50.00 feet; thence South 51°12'45" East, 139.89 feet to a point on the North line of said Northeast Quarter; thence South 89°29'11" East, along said North line, 1,399.78 feet to the Point of Beginning. Containing 801,912 square feet or 18.41 acres, more or less.

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

**EXHIBIT B**  
**TO**  
**SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

**Description of Lots Contained in the Staley Hills Sixth Plat**

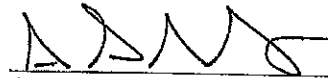
Lots 178 through and including 230, STALEY HILLS – SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.



**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 9th day of July, 2014.



\_\_\_\_\_  
Aaron Schmidt

Date and Time: 02/06/2015 at 09:08:45 AM

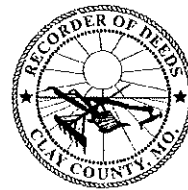
Instrument Number: 2015003606

Book: 7437 Page: 51

Instrument Type: REST

Page Count: 3

Recording Fee: \$30.00 S



Electronically Recorded

Katee Porter, Recorder

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Corrective Amendment to Seventh Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: February 3, 2015  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit B attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134 and Document No. 2015000876, Book 7424, Page 43

**CORRECTIVE AMENDMENT TO  
SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS CORRECTIVE AMENDMENT TO SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Amendment") is made and executed as of FEBRUARY 3, 2015, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS -- FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. In connection with the STALEY HILLS -- SIXTH PLAT, the Developer executed the Seventh Supplement to the Declaration, dated as of July 10, 2014, which was recorded in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, on January 9, 2015, under instrument number 2015000876, in Book 7424 at Page 43.

KANSAS CITY TITLE  
176555

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Corrective Amendment to Seventh Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: February 3, 2015  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit B attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134 and Document No. 2015000876, Book 7424, Page 43

**CORRECTIVE AMENDMENT TO  
SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS CORRECTIVE AMENDMENT TO SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Amendment") is made and executed as of FEBRUARY 3, 2015, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. In connection with the STALEY HILLS – SIXTH PLAT, the Developer executed the Seventh Supplement to the Declaration, dated as of July 10, 2014, which was recorded in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, on January 9, 2015, under instrument number 2015000876, in Book 7424 at Page 43.

KANSAS CITY TITLE  
176555

E. Exhibit B to the Seventh Supplement, which describes Lots contained in the Sixth Plat which were subjected to the Declaration incorrectly describes such Lots as Lots 178 through and including 230. The correct description is Lots 178 through and including Lot 238.

F. The Developer is executing this Amendment to correct such misdescription.

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

1. Amendment and Substitution of Exhibit B to Seventh Supplement. Exhibit B to the Seventh Supplement is amended and corrected by substituting the Exhibit B attached to this Amendment in lieu of the one originally attached to the previously recorded Seventh Supplement.

2. Ratification of Seventh Supplement. As amended and corrected by this Amendment, the Developer ratifies, affirms and confirms the provisions of the Seventh Supplement.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

ACKNOWLEDGEMENT

STATE OF MISSOURI )  
COUNTY OF CLAY ) SS.

On this 3rd day of February, 2015, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Amendment on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

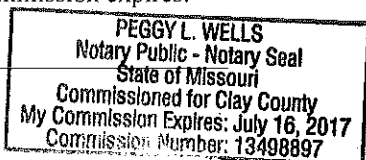
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

{Notary Seal}

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT B**  
**TO**  
**SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Description of Lots Contained in the Staley Hills Sixth Plat

Lots 178 through and including 238, STALEY HILLS – SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Recorded in Clay County, Missouri

Date and Time: 07/06/2015 at 03:44:54 PM

Instrument Number: 2015022110

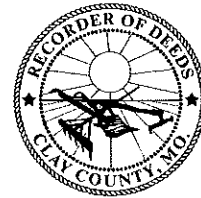
Book: 7530

Page: 77

Instrument Type: REST

Page Count: 3

Recording Fee: \$30.00 S



Electronically Recorded

Katee Porter, Recorder

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Eighth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: June 30, 2015  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134 and Document No. 2015000876, Book 7424, Page 43

**EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of June 30, 2015, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh and Corrective Amendment to Seventh Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Pursuant to the Declaration (and various of the Supplemental Declarations), the Developer imposed prohibitions on fencing on various Lots within the Staley Hills Property.

D. The Developer now desires to permit fencing on those Lots described on Exhibit A attached to this Supplemental Declaration (the "Restricted Lots") subject to certain restrictions contained herein.

E. Pursuant to Sections 9.2 and 9.5 of the Declaration, the Developer has the absolute unilateral right to amend the Declaration.

KANSAS CITY TITLE

190403



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

Document Title: Eighth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: June 30, 2015  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134 and Document No. 2015000876, Book 7424, Page 43

**EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

**THIS EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS** (this "Supplemental Declaration") is made and executed as of June 30, 2015, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

**B.** The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh and Corrective Amendment to Seventh Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

**C.** Pursuant to the Declaration (and various of the Supplemental Declarations), the Developer imposed prohibitions on fencing on various Lots within the Staley Hills Property.

**D.** The Developer now desires to permit fencing on those Lots described on **Exhibit A** attached to this Supplemental Declaration (the "Restricted Lots") subject to certain restrictions contained herein.

**E.** Pursuant to Sections 9.2 and 9.5 of the Declaration, the Developer has the absolute unilateral right to amend the Declaration.

**KANSAS CITY TITLE**  
**190403**

F. All capitalized words or terms not otherwise defined herein shall have the meanings set forth in the Declaration.

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

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

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

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 30 day of June, 2015, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

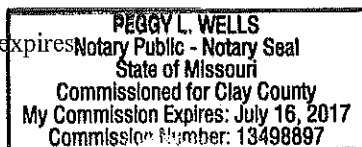
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires

925389v1





**EXHIBIT A**  
**TO**  
**EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Description of Restricted Lots

Lots 46, 47, 48 and 49, STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.



Recording Date/Time: 11/22/2016 at 11:56:03 AM

Instr #: 2016041857

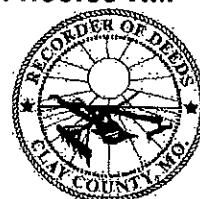
Book: 7856

Page: 93

Type: REST

Pages: 8

Fee: \$45.00 S 20160032845

Katee Porter  
Recorder of Deeds

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

Document Title: Ninth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
 Document Date: August 22, 2016  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**NINTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS NINTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of August 22, 2016, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On November 10, 2016, the Developer executed that certain subdivision plat entitled "STALEY HILLS VILLAS" (the "Villas First Plat"), covering the real property formerly legally described as shown therein and on Exhibit A to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (the "Sixth Expansion Property"), which Villas First Plat was approved on May 3, 2016, by the City, and was recorded on

November 22, 2016, under Document No. 2016 041855, in Book H, at Page 175.1, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

E. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Villas First Plat.

F. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Sixth Expansion Property and to subject the Sixth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

H. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration and it desires to amend the Declaration in connection with the "Villas" and "Villa Lots" which are added to the Staley Hills Property as set forth herein.

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

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, including Villa Lots, any Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Sixth Expansion Property.
2. **Expansion Effective upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Villas First Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Villas First Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Sixth Expansion Property.
3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Villas First Plat and this Supplemental Declaration to include the Sixth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Villas First Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.
4. **Declaration Operative on New Lots, Any Tracts and Any Common Areas.** The new Lots (including Villa Lots), any Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Sixth Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Villas First Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.
5. **Fencing Prohibited on All Villa Lots.** No fencing of any kind shall be permitted at any location on any of the Villa Lots. If any Owner of a Villa Lot violates this restriction, the Association may cause such fencing to be removed at the cost and expense of such Villa Lot Owner.
6. **Amendment of Section 1.14.** Section 1.14 of ARTICLE 1 of the Declaration is amended to read as follows:

"1.14 "Lot" means a building lot that is created by a plat or other subdivision of any part of the Property with respect to a single family Residence or Villa, together with all appurtenances and Improvements now, or in the future, on such Lot, including a Residence, for a single family home building Lot or a Villa for a Villa Lot."

7. **Amendment of Section 1.20.** Section 1.20 of ARTICLE 1 of the Declaration is amended to read as follows:

**"1.20 "Residence"** means a single-family dwelling (other than a Villa) constructed on any one (1) single family Residence Lot. For purposes hereof, "single family" shall have the same meaning as in the ordinances of the City and, if none, its common meaning."

8. **Amendment of Section 1.27.** Section 1.27 of ARTICLE 1 of the Declaration is amended to read as follows:

**"1.27 "Turnover Date"** means the date on which all Class B Memberships terminate and are converted to Class A or Class C Memberships as set forth in Section 3.2 of the Homes Association Declaration."

9. **New Sections 1.28 and 1.29.** ARTICLE 1 of the Declaration is amended by adding the following new Sections 1.28 and 1.29:

**"1.28 "Villa"** means a dwelling constructed on any one (1) Villa Lot and having bedrooms on the first or main story level.

**1.29 "Villa Lot"** has the meaning set forth in Article 1.14 above."

10. **Amendment of Sections 3.2, 3.3, 3.4 and 3.5.** Sections 3.2, 3.3, 3.4 and 3.5 of ARTICLE 3 of the Declaration are amended so that any reference to Residence shall also refer to a Villa and a reference to a Lot or a Residence Lot shall also refer to a Villa Lot.

11. **New Section 3.6.** ARTICLE 3 of the Declaration is amended by adding the following new Section 3.6:

**"3.6 Construction Standards Applicable to Villas.** In addition to compliance with any applicable standards set forth in Section 3.5 above, each Villa constructed on any Lot shall conform to the following, as applicable:

(a) All Villas shall be erected or located on each Villa Lot as shown on the plat creating the same and any requirements of any City code or regulation. The Review Committee shall approve the orientation of the Villas on the Villa Lots.

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

(c) No Villa may exceed two (2) stories in height in the front without prior unanimous approval of the Review Committee.

(d) All exterior surfaces of any Villa shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee with all front elevations finished with masonry (excluding blocks) and at least one-third (1/3) of all front elevations finished in brick, stone or a combination of brick and stone. Vinyl or other siding on any Villa shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) Each Villa shall have a garage for a minimum of two (2) vehicles and the walls of such garage shall be finished in a quality manner.

(f) No vegetable, herb or other gardens shall be permitted on a Villa Lot.

(g) No hot tub, spa, sports court or other similar facility may be constructed on a Villa Lot.

(h) No basketball goals, whether permanent or portable, shall be erected, installed, used, placed or permitted to remain on any Villa or any part or portion thereof (i.e., driveways or sidewalks).

(i) No playground equipment may be installed or used on or in any Villa Lot or Common Area adjacent or nearby to any Villa.

(j) For Villas, no fencing of any type shall be erected or installed on any Villa Lot.

In the event of any conflict between the provisions of this Section 3.6 and/or with Section 3.5 or other provisions of this Declaration, the provisions of this Section 3.6 shall control. In its sole and absolute discretion, the Review Committee may approve exceptions to and variations from any of the foregoing construction standards."

12. **Amendment of Sections 4.1 Through and Including 4.3 and 8.3.** Sections 4.1 through and including 4.23 of ARTICLE 4 of the Declaration are amended so that any reference to a Residence shall also refer to a Villa and a reference to a Lot or Residence Lot shall also refer to a Villa Lot except the provisions on fencing in Section 4.3 since no fencing is permitted on Villa Lots and except for the lawn maintenance provisions of Section 4.19 since lawn care services are provided to Villas by the Association.

13. **Amendment of Sections 9.2 and 9.3.** Articles 16.2 and 16.3 of ARTICLE 16 of the Declaration are amended to read as follows:

"9.2 **Amendment.** Except as otherwise provided herein, at all times prior to the Turnover Date, this Declaration may be amended, altered or modified by a Supplemental Declaration signed by the Developer and, after the Turnover Date, signed by the Class A and Class C Members holding a majority of votes possible to be cast under this Declaration and the Developer if it then owns any Lots. Except as otherwise provided herein, at all other times, this Declaration may be amended by a Supplemental Declaration by an instrument signed by the Class A and Class C Members holding at least sixty-six and two-thirds percent (66⅔%) of the votes possible to be cast under this Declaration. Proper approval of all amendments may be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that the signature of the Developer or, if required, the signatures of a sufficient number of Class A and Class C Members approving the amendment, are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Such amendments may amend, alter or modify the terms of this Declaration as it affects all existing Residence Lots or Villa Lots, including terms which impose additional covenants, conditions, restrictions and easements on such Lots. Any amendment that affects less than all existing Residence Lots or Villa Lots in the Subdivision shall be effective only as to those such Lots where the Owners thereof agree to such amendment.

9.3 **Revocation; Termination.** This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66⅔%) of the votes of the Class A and Class C Members possible to be cast under this Declaration and the approval of the Developer at all times prior to the Turnover Date or while it owns any Lot. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Section 9.2 for amendments hereof."

14. **Use and Maintenance of Tracts A and B of Villas First Plat Property.** Tracts A and B of the Villas First Plat Property shall be used and maintained by the Association as private open space.

15. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property or the Sixth Expansion Property or any Lot otherwise subject to the terms hereof.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF CLAY )

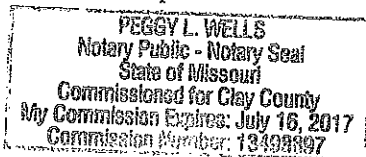
On this 31st day of August, 2016, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A**  
**TO**  
**NINTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Description of Sixth Expansion Property Prior to Platting

A tract of land in the Northeast Quarter of Section 25, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence North 00°35'00" East, along the West line of said Northeast Quarter, 2,224.17 feet; thence South 89°25'00" East, 30.00 feet to a point on the East right-of-way line of N. Woodland Avenue, as now established, said point being the Southwest corner of STALEY HILLS-SECOND PLAT a subdivision in Kansas City, Clay County, Missouri, said point also being the Point of Beginning of the tract of land to be herein described; thence South 89°14'03" East, along the South line of said STALEY HILLS-SECOND PLAT, 314.64 feet; thence South 64°49'02" East, continuing along said South line, 721.61 feet; thence South 26°36'25" East, continuing along said South line, 527.71 feet; thence South 73°04'31" West, 43.59 feet; thence North 49°16'27" West, 319.84 feet; thence South 85°55'18" West, 78.71 feet; thence South 21°10'26" West, 76.45 feet; thence South 58°20'53" West, 181.22 feet; thence Northerly, along a curve to the right, having an initial tangent bearing of North 31°39'07" West with a radius of 325.00 feet, a central angle of 23°17'09" and an arc distance of 132.08 feet; thence South 81°38'02" West, 50.00 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South 08°21'58" East with a radius of 375.00 feet, a central angle of 03°56'07" and an arc distance of 25.76 feet; thence Southwesterly, along a curve to the right, having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 84°06'47" and an arc distance of 22.02 feet; thence South 71°48'43" West, 3.19 feet; thence Westerly, along a curve to the right, being tangent to the last described course with a radius of 160.00 feet, a central angle of 18°46'17" and an arc distance of 52.42 feet; thence North 89°25'00" West, 452.24 feet; thence Northwesterly, along a curve to the right, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 89°25'00" West, 45.00 feet to a point on said East right-of-way line; thence North 00°35'00" East, along said East right-of-way line, 674.68 feet to the Point of Beginning. Containing 597,473 square feet or 13.72 acres, more or less.

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

**EXHIBIT B.**  
**TO**  
**NINTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Description of Lots Contained in the Villas First Plat

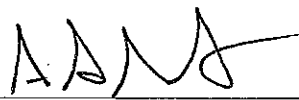
Lots 1 through and including 38, and Tracts A and B, STALEY HILLS VILLAS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.



**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 2nd day of August, 2016.

  
\_\_\_\_\_  
Aaron Schmidt



Recording Date/Time: 04/17/2017 at 01:49:02 PM

Instr #: 2017012046

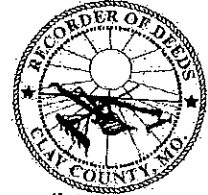
Book: 7943

Page: 92

Type: REST

Pages: 6

Fee: \$39.00 S 20170009575

Kalee Porter  
Recorder of Deeds

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

Document Title: Tenth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
 Document Date: Feb. 9, 2017  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of Feb. 9, 2017, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On March 31, 2017, the Developer executed that certain subdivision plat entitled "STALEY HILLS - SEVENTH PLAT" (the "Staley Hills Seventh Plat"), covering the real property formerly legally described as shown therein and on Exhibit A to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (the "Seventh Expansion Property"), which Staley Hills Seventh Plat was approved on May 3 2016, 2017,

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by the City, and was recorded on April 17, 2017, under Document No. 201, in Book H193, at Page 1, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

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E. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Staley Hills Seventh Plat.

F. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Seventh Expansion Property and to subject the Seventh Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

H. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, any Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Seventh Expansion Property.

2. **Expansion Effective upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Staley Hills Seventh Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Seventh Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Seventh Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Staley Hills Seventh Plat and this Supplemental Declaration to include the Seventh Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Staley Hills Seventh Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Any Tracts and Any Common Areas.** The new Lots, any Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Seventh Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Staley Hills Seventh Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Maintenance of Detention Tracts, Detention Facilities and Private Open Space.** Tracts A and B of the Staley Hills – Seventh Plat (the "Detention Tracts") have been reserved for storm water detention and the Association has entered into or will enter into a Covenant to Maintain Storm Water Facilities (Plat of Staley Hills Seventh Plat) with the City pursuant to which the Association, at its cost, agreed or will agree to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Seventh Plat (i.e. the Seventh Expansion Property) warrant storm water control and will be serviced by and utilize the Detention Facilities (the "Staley Hills Seventh Plat Storm Water Covenant"). The Association is authorized to and shall enter into with the City, if required by the City, the Staley Hills Seventh Plat Water Covenant or any other agreements affecting or pertaining to storm water detention for the Staley Hills Seventh Plat. Tracts C and D of the Staley Hills – Seventh Plat shall be maintained by the Association as private open space and for monumentation purposes.

6. **Fencing Restriction on Certain Lots.** The Owners of Lots 263 through and including 268 of the Seventh Plat and the Seventh Expansion Property are hereby subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

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

7. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property, the Sixth Expansion Property, the Seventh Expansion Property or any Lot otherwise subject to the terms hereof.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

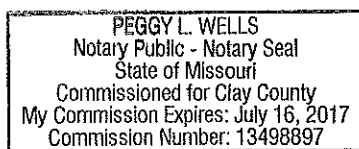
By: F. Brenker Holland  
F. Brenker Holland, Vice President

**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 9<sup>th</sup> day of February, 2017, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires: July 16, 2017

**EXHIBIT A**  
**TO**  
**TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Description of Seventh Expansion Property Prior to Platting

A tract of land in the West Half of the Southeast Quarter of Section 24, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 00°22'55" East, along the West line of said Southeast Quarter, 1,644.78 feet; thence South 89°37'05" East, 25.00 feet to a point on the East right-of-way line of N. Woodland Avenue, as now established, said point also being the Point of Beginning of the tract of land to be herein described; thence continuing South 89°37'05" East, 1,283.62 feet to a point on the East line of the West Half of said Southeast Quarter; thence South 00°20'10" West, along said East line, 1,647.79 feet to a point on the South line of said Southeast Quarter, said point also being on the North line of STALEY HILLS-SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 89°29'11" West, along said South line and said North line, 89.84 feet; thence North 51°12'45" West, continuing along said North line, 139.89 feet; thence North 60°17'52" West, continuing along said North line, 50.00 feet; thence Southwesterly, continuing along said North line, along a curve to the right, having an initial tangent bearing of South 29°42'08" West with a radius of 490.00 feet, a central angle of 04°11'53" and an arc distance of 35.90 feet; thence North 55°46'20" West, continuing along said North line, 133.32 feet; thence North 28°35'56" East, 72.58 feet; thence North 00°20'10" East, 143.91 feet; thence South 89°39'50" East, 72.50 feet; thence North 00°20'10" East, 640.00 feet; thence North 89°39'50" West, 681.50 feet; thence North 00°20'10" East, 61.87 feet; thence North 89°39'50" West, 130.00 feet; thence South 00°20'10" West, 150.00 feet; thence South 20°17'02" West, 388.38 feet; thence North 89°37'05" West, 75.00 feet to a point on said East right-of-way line; thence North 00°22'55" East, along said East right-of-way line, 1,098.62 feet to the Point of Beginning. Containing 1,164,906 square feet or 26.74 acres, more or less.

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

**EXHIBIT B**  
**TO**  
**TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Description of Lots Contained in the Staley Hills Seventh Plat

Lots 239 through and including 301, and Tracts A, B, C and D, STALEY HILLS -- SEVENTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 9th day of February, 2017.



\_\_\_\_\_  
Aaron Schmidt

Recorded in Clay County, Missouri

Date and Time: 05/02/2017 at 02:36:37 PM

Instrument Number: 2017014187

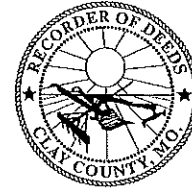
Book: 7955

Page: 21

Instrument Type: REST

Page Count: 4

Recording Fee: \$33.00 S



Electronically Recorded

Katee Porter, Recorder

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Eleventh Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: April 28<sup>th</sup>, 2017  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibits A and B attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**ELEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS ELEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of April 28<sup>th</sup>, 2017, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

KANSAS CITY TITLE  
206400



D. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration and it desires to amend the Declaration in connection with the "Villas" and "Villa Lots" which were added to the Staley Hills Property as the Sixth Expansion Property as set forth in the Ninth Supplement and legally described on Exhibit A.

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

1. **Fencing Restrictions on All Villa Lots.** Section 5 of the Ninth Supplement is amended to provide that no fencing of any kind shall be permitted at any location on any of the Villa Lots except "invisible pet" fencing that does not interfere with or damage any sprinkler system component (with any damage being repaired at the Villa Lot Owner's cost) or with the Review Committee's prior written approval which it may deny, withhold or condition in its sole discretion. If any Owner of a Villa Lot violates this restriction, the Association may cause such fencing to be removed at the cost and expense of such Villa Lot Owner.

2. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property, the Sixth Expansion Property or the Seventh Expansion Property or any Lot otherwise subject to the terms hereof.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

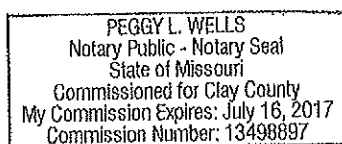
By: F. B. Holland, Jr.  
F. Brenner Holland, Jr. Vice President

**ACKNOWLEDGEMENT**

STATE OF MISSOURI   )  
  ) SS.  
COUNTY OF CLAY    )

On this 28th day of April, 2017, before me, the undersigned Notary Public, appeared F. Brenner Holland, Jr. who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Peggy L. Wells  
Signature of Notary Public  
Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:

**EXHIBIT A  
TO  
ELEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

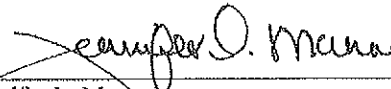
Description of Lots Contained in the Villas First Plat

Lots 1 through and including 38, and Tracts A and B, STALEY HILLS VILLAS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 28 day of April, 2017.

  
\_\_\_\_\_  
Jennifer L. Mann

Recorded in Clay County, Missouri

Date and Time: 07/12/2019 at 08:11:40 AM

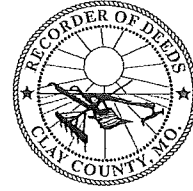
Instrument Number: 2019018774

Book: 8451 Page: 117

Instrument Type: REST

Page Count: 7

Recording Fee: \$42.00 S



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Katee Porter, Recorder

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Title of Document: Twelfth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills

Date of Document: June 25, 2018

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

Grantee(s): Staley Hills Eighth Plat

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

Legal Description: Lots 302 through 362 and Tract E, Staley Hills - Eighth Plat

Reference Book and Page(s)

KANSAS CITY TITLE

KCT 211029

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

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Twelfth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: June 25, 2018  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibits A and B attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**TWELFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS TWELFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of June 25, 2018, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On 4.22, 2019, the Developer executed that certain subdivision plat entitled "STALEY HILLS - EIGHTH PLAT" (the "Staley Hills Eighth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (the "Eighth Expansion Property"), which Staley Hills Eighth Plat was approved on 4.3, 2018, by the

City, and was recorded on 5.20, 2019, under Document No. 2019 012749, in Book 1, at Page 70.1, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

E. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Staley Hills Eighth Plat.

F. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Eighth Expansion Property and to subject the Eighth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

H. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. Exercise of Right to Expand. The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, any Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Eighth Expansion Property.

2. Expansion Effective upon Recording. The expansion set forth above, shall be effective immediately upon filing the Staley Hills Eighth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Eighth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Eighth Expansion Property.

3. Expansion of Definitions. The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Staley Hills Eighth Plat and this Supplemental Declaration to include the Eighth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Staley Hills Eighth Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. Declaration Operative on New Lots, Any Tracts and Any Common Areas. The new Lots, any Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Eighth Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Staley Hills Eighth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. Association's Maintenance of Detention Tracts, Detention Facilities and Private Open Space. The Association is authorized to and shall enter into with the City, if required by the City, any agreement affecting or pertaining to storm water detention for the Staley Hills Eighth Plat. Tract E of the Staley Hills -- Eighth Plat shall be maintained by the Association as private open space.

6. Fencing Restriction on Certain Lots. The Owners of Lots 348 through and including 361 of the Eighth Plat and the Eighth Expansion Property are hereby subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

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

7. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property, the Sixth Expansion Property, the Seventh Expansion Property, the Eighth Expansion Property or any Lot otherwise subject to the terms hereof.

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

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

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

**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 25<sup>th</sup> day of June, 2018, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:

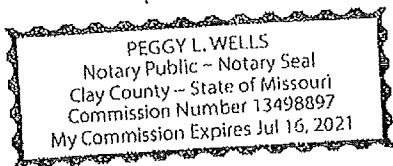


EXHIBIT A  
TO  
TWELFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS

Legal Description of Eighth Expansion Property Prior to Platting

A tract of land in the Southeast Quarter of Section 24, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southwest corner of Lot 268, STALEY HILLS - SEVENTH PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence South 89°39'50" East, along the South line of said Lot 268, 130.00 feet to the Southeast corner of said Lot 268; thence South 00°20'10" West, along the South line of said STALEY HILLS - SEVENTH PLAT, 61.87 feet; thence South 89°39'50" East, continuing along said South line, 681.50 feet; thence South 00°20'10" West, continuing along said South line, 640.00 feet; thence North 89°39'50" West, continuing along said South line, 72.50 feet; thence South 00°20'10" West, continuing along said South line, 143.91 feet; thence South 28°35'56" West, continuing along said South line, 72.58 feet to the Northeast corner of Lot 212, STALEY HILLS - SIXTH PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence South 40°44'04" West, along the North line of said STALEY HILLS - SIXTH PLAT, 66.81 feet; thence South 51°43'13" West, continuing along said North line, 66.68 feet; thence South 64°12'54" West, continuing along said North line, 66.51 feet to the Northeast corner of Lot 77, STALEY HILLS - SECOND PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence South 75°14'18" West, along the North line of said STALEY HILLS - SECOND PLAT, 66.26 feet; thence South 85°15'58" West, continuing along said North line, 67.36 feet; thence North 89°41'55" West, continuing along said North line, 141.22 feet; thence South 00°18'05" West, continuing along said North line, 7.96 feet; thence North 89°29'11" West, continuing along said North line, 485.18 feet to a point on the East right-of-way line of N. Woodland Avenue, as now established; thence North 00°22'55" East, along said East right-of-way line, 546.22 feet; thence South 89°37'05" East, 75.00 feet to a point on the South line of said STALEY HILLS - SEVENTH PLAT; thence North 20°17'02" East, along said South line, 388.38 feet; thence North 00°20'10" East, continuing along said South line, 150.00 feet to the Point of Beginning. Containing 909,495 square feet or 20.88 acres, more or less.

Note: The above-described Eighth Expansion Property has been platted. The recording information identifying the Staley Hills Eighth Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this Exhibit A is attached.



**EXHIBIT B**  
**TO**  
**TWELFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

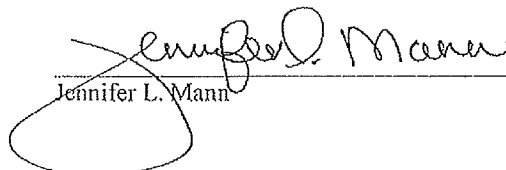
Description of Lots Contained in the Staley Hills Eighth Plat

Lots 302 through and including 362, and Tract E, STALEY HILLS -- EIGHTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 25<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
Jennifer L. Mann



Recording Date/Time: 10/24/2019 at 10:46:22 AM

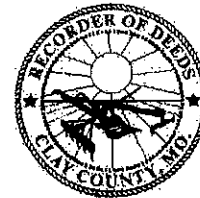
Instr #: 2019031806

Book: 8530 Page: 82

Type: REST

Pages: 7

Fee: \$42.00 S 20190028410

Kalee Porter  
Recorder of Deeds

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

Document Title: Thirteenth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
 Document Date: July 18, 2019  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**THIRTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

THIS THIRTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS (this "Supplemental Declaration") is made and executed as of July 18, 2019, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots, Common Areas, as defined therein, and other property.

D. On OCT. 11, 2019, the Developer executed that certain subdivision plat entitled "STALEY HILLS – NINTH PLAT" (the "Staley Hills Ninth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (the "Ninth Expansion Property"), which Staley Hills Ninth Plat was approved on MAY 23, 2019, by the

2019031803

City, and was recorded on 10-24, 2019, under Document No. \_\_\_\_\_, in Book I, at Page 80.3, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

E. The Developer presently owns all of the Lots (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas shown on the Staley Hills Ninth Plat.

F. The Developer desires to exercise its right to further expand the Staley Hills Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Ninth Expansion Property and to subject the Ninth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

H. The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Staley Hills Property to include the additional Lots, any Tracts (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Ninth Expansion Property.

2. **Expansion Effective upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Staley Hills Ninth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Ninth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open or green space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Ninth Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Staley Hills Ninth Plat and this Supplemental Declaration to include the Ninth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Staley Hills Ninth Plat, and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Any Tracts and Any Common Areas.** The new Lots, any Tracts (including any private open or green space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Ninth Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Staley Hills Ninth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Maintenance of Detention Tracts, Detention Facilities and Private Open Space.** The Association is authorized to and shall enter into with the City, if required by the City, any agreement affecting or pertaining to storm water detention for the Staley Hills Ninth Plat. Tracts A, B, C and D of the Staley Hills Ninth Plat shall be maintained by the Association as private open space.

6. **Fencing Restriction on Certain Lots.** The Owners of Lots 1 through and including 18 of the Ninth Plat and the Ninth Expansion Property are hereby subjected to the following:

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

(b) Such fencing shall be permitted only at locations on such Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby. Specifically for Lots 6 and 8, fences shall extend from the back corner of the Residence to no closer than twenty-five feet (25') from the back of the curb of the adjacent street.

7. **Permitted Detached Structures.** Articles 3.5(c), 4.2 and 4.6 of the Declaration are amended solely for Lots 1 through 18 of the Ninth Plat and the Ninth Expansion Property to permit one (1) detached structure (as defined below) to be constructed or erected on each of such Lots on the following terms and conditions:

(a) "detached structure" shall mean a garage, pool house or similar or other appurtenant structure approved in advance by the Review Committee;

(b) no detached structure shall exceed two (2) stories in height (but may have living space on or in either level);

(c) the exterior of each detached structure shall be constructed of the same materials as the Residence on the Lot and integrate with the design of the Residence;

(d) the detached structure shall be placed at a location on the Lot approved in advance by the Review Committee and shall comply with all applicable location, set back and other requirements of the City's Boulevard and Parkway Standards (the "Parkway Standards") set forth in Section 88-323 of the City's Zoning and Development Code (the "Code") and the Ninth Plat;

(e) the plans and specifications shall be submitted to the Review Committee for approval and its approval shall be obtained prior to the construction of any detached structure; and

(f) the detached structure shall conform to the construction standards set forth in the Declaration and all applicable Code, building code or other City codes (and the Owner or its contractor shall obtain all necessary permits, certificates and licenses required for construction of the detached structure, at its cost).

8. **Compliance with City's Boulevard and Parkway Standards.** The Lots in the Ninth Plat and Ninth Expansion Property abut or are adjacent or nearby to Shoal Creek Parkway which is part of the City's boulevards and parkways system. All Residences (and detached structures as set forth above) shall comply with all applicable location, set back and other requirements of the Parkway Standards including Section 88-323-03-A.7. which generally requires attached garages of Residences facing the parkway to be no closer to the right-of-way line than the longest facing wall of the Residence and prohibits detached structures between the parkway and the Residence.

9. **Lateral Sanitary Sewer Lines.** Various sanitary sewer main lines are or will be placed at various locations in Tracts A, B, C and D of the Ninth Plat as shown thereon. Owners of Lots in the Ninth Plat (and their contractors) are granted an easement across, under and over the applicable Tract to construct, maintain, repair and replace when necessary lateral sanitary sewer lines from Residences and detached structures to the nearest main sewer line. The construction, maintenance, repair and replacement of a lateral sanitary sewer line shall be the sole cost and expense of the Lot Owner utilizing such line. Following any construction, maintenance, repair or replacement work of any such lateral line, the area of the Tract affected by such work shall be restored to the condition which existed prior to such work at the Owner's cost and expense. If an Owner fails to so restore such area, the Association may do so and charge the Lot Owner for all costs and expenses of such restoration which shall be a lien on such Lot enforceable as an Assessment.

10. **No Asphalt Driveways.** For all Lots in the Ninth Expansion Property, the first sentence of Article 3.5(k) is amended to read as follows:

"All driveways shall be constructed of concrete (asphalt is prohibited)."

11. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property, the Sixth Expansion Property, the Seventh Expansion Property, the Eighth Expansion Property, the Ninth Expansion Property or any Lot otherwise subject to the terms hereof.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

ACKNOWLEDGEMENT

STATE OF MISSOURI )  
COUNTY OF CLAY ) SS.

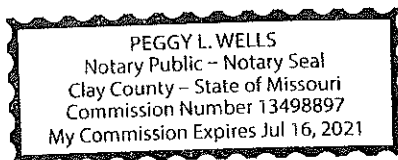
On this 18<sup>th</sup> day of July, 2019, before me, the undersigned Notary Public, appeared F. Brenner Holland, Jr., who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A**  
**TO**  
**THIRTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Description of Ninth Expansion Property Prior to Platting

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 25 Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 25; thence North 00°22'18" East, on the East line of said Southeast Quarter, 2,610.14 feet to the Southeast corner of Tract B of STALEY HILLS-FIRST PLAT a subdivision in said Kansas City, Clay County, Missouri, recorded as Instrument Number 2005044944 in Book F, at Page 198 in Clay County Recorder of Deeds office, also being the Point of Beginning of the tract of land to be herein described; thence South 00°22'18" West on said East line, 422.83 feet to a point on the Northerly right-of-way line of Shoal Creek Parkway as now established; thence leaving said East line, North 66°47'08" West on said Northerly right-of-way line, 650.27 feet to a point on Easterly right-of-way line of N. Olive Avenue as now established; thence leaving said Northerly right-of-way line North 23°12'52" East on said Easterly right-of-way line 215.09 feet; thence continuing on said Easterly right-of-way line, Northerly along a curve to the left being tangent to the last described course with a radius of 1,030.00 feet, a central angle of 08°08'57" and an arc distance of 146.50 feet to the Southwest corner of Tract C of said STALEY HILLS-FIRST PLAT; thence Leaving said Easterly right-of-way line, South 70°04'48" East on said south line, 497.35 feet to the Point of Beginning. Containing 215,119 square feet or 4.94 acres, more or less.

ALSO,

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 25 Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 25; thence North 00°22'18" East, on the East line of said Southeast Quarter, 2,463.04 feet; thence leaving said East line, North 89°37'42" West, 654.57 feet to a point on the Northerly right-of-way line of NE Staley Rd as now established, also being the True Point of Beginning of STALEY HILLS-FIRST PLAT a subdivision in said Kansas City, Clay County, Missouri, recorded as Instrument Number 2005044944 in Book F, at Page 198 in Clay County Recorder of Deeds office, also being the Point of Beginning of the tract of land to be herein described; thence North 66°47'08" West on said Northerly right-of-way line, 851.52 feet; thence continuing on said Northerly right-of-way line, Westerly along a curve to the left being tangent to the last described course with a radius of 2,812.00 feet, a central angle of 04°51'54" and an arc distance of 238.76 feet; thence leaving said Northerly right-of-way line North 23°12'52" East, 250.13 feet; thence South 66°47'08" East, 340.28 feet; thence North 46°34'42" East, 171.74 feet; thence South 26°36'25" East, 39.76 feet; thence South 55°54'04" East, 285.26 feet; thence South 61°49'55" East, 369.88 feet to a point on Westerly right-of-way line of N Olive Avenue as now established; thence continuing on said westerly right-of-way line, Southerly along a curve to the right having an initial tangent bearing of South 19°00'38" West with a radius of 970.00 feet, a central angle of 04°12'14" and an arc distance of 71.17 feet; thence South 23°12'52" West on said Westerly right-of-way line, 215.09 feet to the Point of Beginning. Containing 324,573 square feet or 7.45 acres, more or less.

Containing 539,692 square feet or 12.39 acres, more or less.

Note: The above-described Ninth Expansion Property has been platted. The recording information identifying the Staley Hills Ninth Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this Exhibit A is attached.

**EXHIBIT B**  
**TO**  
**THIRTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Description of Lots Contained in the Staley Hills Ninth Plat

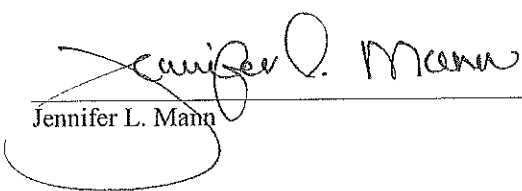
Lots 1 through and including 18, and Tracts A, B, C and D, STALEY HILLS – NINTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.



**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 18 day of July, 2019.

  
\_\_\_\_\_  
Jennifer L. Mann

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(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

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Document Title: Fourteenth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: October 30, 2019  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

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**FOURTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

**THIS FOURTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS** (this "Supplemental Declaration") is made and executed as of October 30, 2019, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

**B.** The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value. The legal descriptions of the platted properties which presently constitute the Staley Hills Property are shown on Exhibit A attached.

**C.** Under Article 9.2 of the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

**D.** The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

Staley Hills – Driveways

1. **Amendment of Article 3.5(k).** The first sentence of Article 3.5(k) of the Declaration is amended to read as follows:

“All driveways shall be constructed of concrete (asphalt is prohibited).”

2. **Ratification of Declaration.** The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, as presently constituted and as it may be expanded.

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

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

**ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

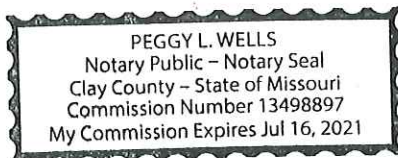
On this 30<sup>th</sup> day of October, 2019, before me, the undersigned Notary Public, appeared F. Brenner Holland, Jr., who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A**  
**TO**  
**FOURTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Descriptions of Current Staley Hills Property

Lots 1 through and including 49, and Tracts A, B, C and D, STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 50 through and including 90, Tracts F, G and H and HA Tracts 1 and 2, STALEY HILLS – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 91 through and including 110, STALEY HILLS – THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 111 through and including 135, STALEY HILLS – FOURTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 136 through and including 177, STALEY HILLS – FIFTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 178 through and including 238, STALEY HILLS – SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 1 through and including 38, and Tracts A and B, STALEY HILLS VILLAS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 239 through and including 301, and Tracts A, B, C and D, STALEY HILLS – SEVENTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 302 through and including 362, and Tract E, STALEY HILLS – EIGHTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 1 through and including 18, and Tracts A, B, C and D, STALEY HILLS – NINTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 30<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
Jennifer L. Mann



(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Fifteenth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills  
Document Date: July 7, 2020  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Document No. 2005044946, Book 5142, Page 134

**FIFTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

**THIS FIFTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STALEY HILLS** (this "Supplemental Declaration") is made and executed as of July 7, 2020, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration defined below), and platting the same into certain Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Staley Hills Property"), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

**B.** The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, which has been amended and supplemented by First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth and Fourteenth Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value. The legal descriptions of the platted properties which presently constitute the Staley Hills Property are shown on Exhibit A attached.

**C.** Under Article 9.2 of the Declaration, at any time the Developer is a Class B Member of The Staley Hills Home Owners Association (the "Association"), the Declaration may be amended by the Developer by adoption of a supplemental declaration signed by the Developer.

**D.** The Developer presently is the sole Class B Member of the Association and it also owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration.

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

1. **Amendment of Article 3.5(d)**. For the Staley Hills Ninth Plat only, Article 3.5(d) of the Declaration is supplemented, amended and modified to read as follows:

“All exterior surfaces of any Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee. Vinyl siding on any Residence shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.”

For all previous plats, the Staley Hills First Plat through and including the Staley Hills Eighth Plat, Article 3.5(d) shall apply as originally written and recorded in the Declaration.

2. **Ratification of Declaration**. The Developer, on behalf of itself and as the sole Class B Member and 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 Declaration, as previously supplemented and amended, 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 Staley Hills Property, as presently constituted and as it may be expanded.

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

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

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

**ACKNOWLEDGEMENT**

STATE OF MISSOURI    )  
                                  ) SS.  
COUNTY OF CLAY    )

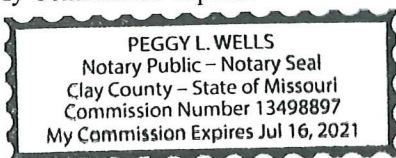
On this 7<sup>th</sup> day of July, 2020, before me, the undersigned Notary Public, appeared F. Brenner Holland, Jr., who, being by me duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:



**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of The Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 7 day of July, 2020.

  
\_\_\_\_\_  
Jennifer L. Mann



**EXHIBIT A  
TO  
FIFTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF STALEY HILLS**

Legal Descriptions of Current Staley Hills Property

Lots 1 through and including 49, and Tracts A, B, C and D, STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 50 through and including 90, Tracts F, G and H and HA Tracts 1 and 2, STALEY HILLS – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 91 through and including 110, STALEY HILLS – THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

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Lots 1 through and including 38, and Tracts A and B, STALEY HILLS VILLAS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

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Lots 302 through and including 362, and Tract E, STALEY HILLS – EIGHTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 1 through and including 18, and Tracts A, B, C and D, STALEY HILLS – NINTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Recorded in Clay County, Missouri

Date and Time: 09/15/2005 at 03:50:02 PM

Instrument Number: 2005044947

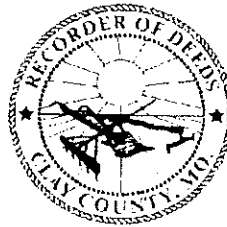
Book: 5142 Page: 135

Instrument Type: REST

Page Count: 17

Recording Fee: \$72.00 S

copy



Robert T Sevier, Recorder

Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...  
Grantee: STALEY HILLS 1ST PL



(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Homes Association Declaration of The Staley Hills Home Owners Association  
Document Date: June 16, 2005  
Grantor Name: Hunt Midwest Real Estate Development, Inc.  
Grantee Name: N/A  
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161  
Legal Description: See EXHIBIT A attached  
Reference Book and Page: N/A

**HOMES ASSOCIATION DECLARATION OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (the "Homes Association Declaration") is made and executed as of June 16, 2005, 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. The Developer is the owner of that certain real property located in the City of Kansas City (the "City"), Clay County, Missouri (the "County"), legally described as set forth on EXHIBIT A attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Staley Hills"

B. On August 25th, 2005, the subdivision plat entitled "STALEY HILLS - FIRST PLAT", covering the Property and platting the same into the Lots, Tracts and Common Area, if any, shown thereon (sometimes herein also referred to as the "First Plat Property"), was approved by the City Council of the City, and was recorded on September 15th, 2005, in Cabinet F at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. The platted legal description of the First Plat Property is also shown on EXHIBIT A attached hereto.

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

D. 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.

E. The Developer desires to subject the Property, as subdivided into Lots, Tracts and Common Areas, to the covenants, conditions and restrictions set forth herein.

STEWART TITLE  
205050091

RETURN TO:  
OFFICE OF THE CITY CLERK  
414 E. 12th ST., 25th FLOOR  
KANSAS CITY, MO 64108

## 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, including any Lots in the Subdivision.

### **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 the Staley Hills Home Owners Association, a Missouri mutual benefit nonprofit 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 Kansas City, Missouri.
- 1.9 "Common Area" means all (a) Private Streets; (b) parks not dedicated to and accepted by the County; (c) recreational areas (including any club house, any swimming pool 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 by Supplemental Declarations together with any amenities or improvements therein including, without limitation, any Subdivision entrance or identification signs or monumentation, street islands, sprinkler systems and landscaping.
- 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 any swimming pool, any clubhouse 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 "County" means Clay County, Missouri.

1.12 "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements of Staley Hills, dated the same date hereof, as amended or supplemented from time to time.

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

1.14 "Delinquency" or "Delinquencies" have the meanings set forth in Section 6.7 hereof.

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

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

1.17 "Fine" and "Lien Fee" have the meanings set forth in Section 6.6 hereof.

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

1.19 "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, or any Expansion Property, together with all appurtenances and improvements on such Lot, now or in the future existing, including a Residence.

1.20 "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.

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

1.22 "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.

1.23 "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.

1.24 "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.

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

1.26 "Plat" means any plat which subdivides any part of the Property or Expansion Property creating Lots, Commons Areas and Streets.

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

1.28 "Residence" means a single-family dwelling constructed on any Lot. For purposes hereof, "single-family" shall have the same meaning as in any applicable ordinances of the City, and, if none, its common meaning.

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

1.30 "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.

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

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

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

1.34 "Turnover Date" means the date on which all Class B Memberships terminate and are converted to Class A Memberships as set forth in Section 3.2 hereof.

1.35 "Unplatted Land" means any portion of the Property which has not been subdivided pursuant to a recorded Plat.

1.36 "Working Capital Fund Contribution" shall have the meaning set forth in Section 6.5 hereof.

## 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 any Unplatted Land. The Developer and all persons who take any interest in a Lot or other property within the Subdivision or in any 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, 2030;
- (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 Clay County, Missouri, at Liberty; or
- (c) the date on which the Developer or any Successor Developer no longer owns any Lot or Unplatted Land which is subject to the Declaration and this Homes Association Declaration.

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 ten percent (10%) of the votes entitled to be cast on a matter at the meeting shall constitute a quorum for any action appropriately brought before the meeting provided that, unless one-third (1/3) or more of the Members having voting power are present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters described in the meeting notice.

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

**3.6 Books and Records.** The Association shall make available 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 the Developer, if any, under this Homes Association Declaration. The Association shall not, however, succeed to any easements or rights of the Developer or others reserved in the

Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Developer.

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

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

#### **ARTICLE 4. POWER AND AUTHORITY**

**4.1 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 (but shall not be obligated or required to) exercise or decline to exercise in its discretion:

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

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

(c) 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 and Lien Fees as set forth elsewhere herein, (iii) suspension of all voting rights of the Member for a period not to exceed one (1) year, (iv) suspension of the privilege to use any Common Area for a period not to exceed one (1) year and (v) suspension of voting rights and use privileges of a Member during the period any Delinquency pertaining to such Member is outstanding and unpaid;

(d) 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;

(e) 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;

(f) Maintain, repair and replace all pedestrian ways, gateways, entrances, fountains, gardens, swimming or other pools, clubhouses, 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 and any other amenities;

(g) 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;

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

(i) Exercise control over easements (including those for water drainage control) it acquires from time to time or exist pursuant to any recorded Plat for or of the Subdivision;

(j) 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 or public or semi-public places in the Subdivision;

(k) 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 Owners and the Members of the Association in accordance with the intent of this Homes Association Declaration;

(l) 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, such Owner's 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;

(m) 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, including contractual liability for the indemnification set forth in Section 10.7 below;

(n) 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 the Developer as long as the Developer owns any Lot or any Unplatted Land;

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

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



(q) 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;

(r) 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;

(s) 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;

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

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

(v) 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 Owners and the Members or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Owners and the Members;

(w) 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;

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

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

**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 acting 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 County 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 and contain contractual liability for the indemnity set forth in Article 10.7 hereof;

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

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

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

## ARTICLE 5. COMMON AREA

5.1 **Property Rights in the Common Area.** Subject to the other provisions hereof, including the right of the Association to restrict the use of the Common Area and to discipline Members, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

5.2 **Maintenance of the Common Area.** The Association shall own, manage, repair, maintain, replace, improve 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, FINES, LIEN FEES AND WORKING CAPITAL FUND CONTRIBUTIONS

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, except Class B Members, shall be liable for all Assessments properly levied against Lots owned by such person. No Assessments or Working Capital Fund Contributions shall be assessed against any Lots or Unplatted Land owned by the Class B Members.

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 \$300 per Lot for all Lots owned by persons who are not Class B Members. The first Annual Assessment shall

be for the year commencing on January 1, 2005. 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<sup>st</sup> 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. Prior to the date on which the Developer terminates its Class B Membership, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate. After such date, 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. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual assessments in excess of the actual Common Expenses incurred in any fiscal year or may hold the same in reserve. 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.

**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 or an Owner 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 thirty (30) 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 Working Capital Fund Contributions.** The Developer shall require the first Owner of a Lot (other than the Developer or a builder building on such Lot for resale) to make a nonrefundable contribution to the general working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Assessments (i.e. one-fourth (1/4) of the Annual Assessment) against such Lot then in effect (a "Working Capital Fund Contribution"). The Association shall maintain all such Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Common Expenses or meeting unforeseen expenditures. Such Working Capital Fund Contributions shall not relieve an Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

**6.6 Fines; Lien Fees.** The Board of Directors may assess and impose a fine of Twenty Dollars (\$20) per month (or such other amount as the Board of Directors shall determine appropriate from time to time) [a "Fine"] for each month in which any infraction of any of the provisions of this Homes Association Declaration, the Declaration, the Articles, the Bylaws or any rules or regulations promulgated by the Board is committed by any Owner of a Residence or any tenant of any such Owner. The Board of Directors may promulgate and change from time to time rules or regulations setting forth procedures for appealing Fines. Fines shall be imposed only after notice and an opportunity to be heard before the Board of Directors. Cause for Fines shall not be for frivolous reasons but for those actions which violate the security of the Owners, endanger occupants, cause a nuisance to the Owners or their tenants or interfere with the quiet enjoyment of their Residence or the Common Area by other Owners or their tenants. Recourse to Fines will occur when situations are not corrected or continue to occur after written notice is given to an Owner. Warnings and recourse to Fines shall be as determined by the Board of Directors. The Owners shall be responsible for the acts and omissions of tenants, guests or visitors who create such violations or infractions. Additionally, in connection with any

Delinquency which constitutes a lien as set forth below, the Board of Directors may assess and impose a separate Lien Fee of One Hundred Fifty Dollars (\$150) [or such other amount as the Board of Directors shall determine appropriate from time to time] to cover administrative time and expense in connection therewith.

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

- (a) Assess a late charge for each Delinquency in an amount established by the Board of Directors;
- (b) Assess an interest charge from the date of a Delinquency of one and one-half percent (1 1/2%) per month (18% APR) for each month, or portion thereof until paid in full, or such other rate as the Board of Directors may establish, 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 and any other privileges of the Member during any period of a Delinquency;
- (d) Accelerate all remaining Assessment installments so that unpaid Assessments and their Delinquencies shall be immediately due and payable;
- (e) Bring an action at law against any Member or Owner personally obligated to pay the Delinquency;
- (f) File a statement of lien with respect to the Lot; and
- (g) Proceed with foreclosure of liens for the Delinquency.

Each Delinquency (which, as defined above, includes any unpaid Annual, Special or Default Assessment, Fine or Lien Fee) shall constitute a lien on the Lot, including the Residence and all other improvements, and shall attach on the due date for the Delinquency. Such lien shall also secure all late charges, interest and costs of collection, including reasonable attorneys' fees. After first giving the applicable Owner or Member at least ten (10) days' written notice of the Delinquency and intent to assess a lien, the Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of Clay 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 Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. Simultaneously with its filing thereof, the Association or its Manager shall mail a copy of the certificate of lien to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the certificate of lien, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri and recover the amounts of all Delinquencies, late charges, interest and costs of collection, including reasonable attorneys' fees, as a part thereof. Each Owner and Member, by its acceptance of a deed to a Lot, hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Member shall be liable for the amount of all the unpaid Delinquency, all penalties, late charges 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 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 Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquencies 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. It is the intent hereof that all Delinquencies, late charges, interest and costs of collection, including reasonable attorneys' fees, be lienable and collectible as set forth above.

**6.8 Personal Obligation.** The amount of any Delinquency chargeable against any Lot shall be a personal, individual and joint and several debt of all Owners of the Lot at the time the Delinquency became due. No Owner may exempt himself/herself/itself from liability for the Delinquency by abandonment of such Owner's 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 Delinquency first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. The liability of a successor shall not be personal and shall expire upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Delinquency by, or on behalf of, the Association under Section 6.10 below. The Association may bring suit against the Owner or any successor to recover unpaid Delinquency, 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 Delinquency lien provided for in Section 6.6 hereof.

**6.9 Priority of Lien.** The liens for Delinquencies provided for in Section 6.7 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 any such Delinquency. The liens for Delinquencies shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri, 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 liens of any Delinquency. The amount of any extinguished Delinquency lien may, at the direction of the Board of Directors, be reallocated and assessed to all Lots as a Common Expense.

**6.10 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 Delinquencies, the Association shall report to the Mortgagee all Delinquencies 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 Delinquency, together with all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the Delinquency lien and the lien of the Mortgage.

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

**6.12 Notification of Association's Address.** The Association shall notify each Owner, at their address listed with the Association, of the Association's address, and all changes thereto, the location of the place of any payment and other locations where Association business may be conducted.

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

**6.14 Optional Developer Loans to Association.** In the event that, at any time or from time to time, the Assessments are not sufficient for the Association to pay all Common Expenses or otherwise permit the Association to perform its duties and obligations under this Declaration, the Developer may (but shall not be obligated to) make loans or advances to the Association to enable it to meet such deficiency or deficiencies in funding. Any such loan or advance

made by the Developer to the Association shall bear simple interest at a per annum rate equal to two percent (2%) above the prime rate of interest shown in the *Money Rates* section of *The Wall Street Journal* on the date such loan or advance is made and shall accrue until the loan or advance, with accrued interest, is paid in full. As soon as reasonably practicable, the Board of Directors shall increase the Assessments in amounts sufficient to pay off the principal and interest of such loans or advances made by the Developer to the Association.

## ARTICLE 7. INSURANCE LOSS; CONDEMNATION

7.1 **Association as Attorney-in-Fact.** Each Owner and 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 for the Common Area 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. 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 the approval of the Developer if it is then a Class B Member and, if not, the approval of a majority of the votes possible to be cast under this Homes Association Declaration. 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.** Prior to the date on which the Developer terminates its Class B Membership, if the Developer decides not to and, after such date, 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. Prior to the date on which the Developer terminates its Class B Membership, the Developer shall decide whether or not to, and, after such date, if 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 County 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 Clay County, Missouri, at Liberty. 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 Clay County, Missouri, at Liberty.

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.

8.4 Reservation of Right to Remove. By Supplemental Declaration, the Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Homes Association Declaration any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the "Removed Property"). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

## ARTICLE 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, 2030, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated 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 the Developer and, after the Developer's Class B Membership is terminated, then the Members holding a majority of the votes possible to be cast hereunder by all Members and the Developer if it then owns any Lots. 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 Clay County, Missouri, at Liberty. 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. In no event shall any amendment reduce, interfere with or impair the Association's or its Directors' ability to establish and collect Assessments.

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.** Except as otherwise provided herein, the Developer, the Association and the Board of Directors has the right and power to enforce this Homes Association Declaration. Failure of the Developer, 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 Developer or the Association successfully enforces any term of this Homes Association 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. In the event that the Developer, the Association or the Board of Directors fail to enforce this Homes Association Declaration, any Member may take such action to enforce the same by proceedings in a court of competent jurisdiction.

**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 Developer's Right to Assign.** The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, the 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 10.4.

**10.5 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.

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

**10.7 Use and Maintenance of Tracts A, B, C and D of First Plat Property.** Tracts A, B, C and D of the First Plat Property shall be permanently and perpetually used and maintained by the Association under the terms of



this Homes Association Declaration as, for Tract A, an open green space area and swimming pool and bathhouse (after construction thereof by the Developer), for Tract B, a landscaped buffer strip and for Subdivision entrance or identification monumentation, and for both Tracts C and D for storm water detention facility purposes.

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.

[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

#### ACKNOWLEDGMENT

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

On this 16<sup>th</sup> day of June, 2005, before me, the undersigned Notary Public, personally 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 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 for the purposes therein stated.

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

My Commission Expires November 1, 2005

Donna K. Willis  
Signature of Notary Public

DONNA K. WILLIS  
Notary Public - Notary Seal  
STATE OF MISSOURI

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

My Commission expires:

11/1/05

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY PRIOR TO PLATTING

A subdivision of land in the Northeast Quarter and the Southeast Quarter of Section 25, Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northwest corner of said Southeast Quarter; thence South  $0^{\circ}35'52''$  West along the West line of said Southeast Quarter, 197.46 feet; thence South  $89^{\circ}24'08''$  East, 1975.73 feet to the True Point of Beginning of the tract to be herein described; thence North  $23^{\circ}12'52''$  East, 215.09 feet; thence Northerly on a curve to the left, tangent to the last described course, having a radius of 970.00 feet, a central angle of  $04^{\circ}12'14''$ , an arc distance of 71.17 feet; thence North  $61^{\circ}49'55''$  West, 369.88 feet; thence North  $55^{\circ}54'04''$  West, 285.26 feet; thence North  $26^{\circ}36'25''$  West, 390.68 feet; thence North  $34^{\circ}12'55''$  East, 272.37 feet; thence North  $26^{\circ}36'25''$  West, 501.83 feet; thence North  $63^{\circ}23'35''$  East, 340.00 feet; thence South  $26^{\circ}36'25''$  East, 631.69 feet; thence North  $69^{\circ}35'32''$  East, 59.13 feet; thence South  $89^{\circ}29'11''$  East, 408.77 feet; thence South  $0^{\circ}30'49''$  West, 38.27 feet; thence South  $89^{\circ}37'42''$  East, 180.00 feet; thence South  $0^{\circ}22'18''$  West, 41.95 feet; thence South  $89^{\circ}37'42''$  East, 130.00 feet to a point on the East line of the aforementioned Northeast Quarter of said Section 25; thence South  $0^{\circ}22'18''$  West along said East line, 1001.19 feet; thence North  $70^{\circ}04'48''$  West, 497.35 feet; thence Southerly on a curve to the right, having an initial tangent bearing of South  $15^{\circ}03'55''$  West, a radius of 1030.00 feet, a central angle of  $08^{\circ}08'57''$ , an arc distance of 146.50 feet; thence South  $23^{\circ}12'52''$  West, 315.09 feet; thence North  $66^{\circ}47'08''$  West, 60.00 feet; thence North  $23^{\circ}12'52''$  East, 100.00 feet to the True Point of Beginning. Containing 28.42 acres, more or less.

### PLATTED LEGAL DESCRIPTION OF PROPERTY

Lots 1 through and including 49, and Tracts A, B, C and D, STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

3

Recorded in Clay County, Missouri

Date and Time: 07/21/2006 at 02:12:31 PM

Instrument Number: 2006031437

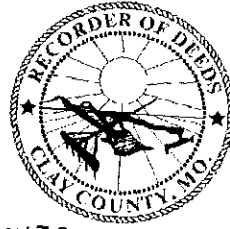
Book: 5440 Page: 53

Instrument Type: REST

Page Count: 8

Recording Fee: \$45.00

Copy



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.  
Grantee: STALEY HILLS  
Robert T Sevier, Recorder

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: First Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
Document Date: April 27, 2006  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: N/A  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibits A, B and C attached  
Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of April 27, 2006, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

STEWART TITLE

D. On JUNE 8, 2006, the Developer executed that certain subdivision plat entitled "STALEY HILLS – SECOND PLAT" (the "Staley Hills Second Plat"), covering the real property formerly legally described as shown therein and on **Exhibit A** attached to this Supplemental Declaration and platting the same into the Lots, 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, which Staley Hills Second Plat was approved on JUNE 15, 2006, by the City, and was recorded on JULY 21, 2006, under Document No. 2006 \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_, in said Recorder's Office.

E. On \_\_\_\_\_, 2006, the Developer executed that certain subdivision plat entitled "STALEY HILLS – THIRD PLAT" (the "Staley Hills 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, which Staley Hills Third Plat was approved on \_\_\_\_\_, 2006, by the City, and was recorded on \_\_\_\_\_, 2006, under Document No. 2006 \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_, in said Recorder's Office.

F. The real property covered by the Staley Hills Second Plat is sometimes herein collectively referred to as the "First Expansion Property" and the real property covered by the Staley Hills Third Plat is sometimes herein collectively referred to as the "Second Expansion Property".

G. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Staley Hills Second and Third Plats.

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

I. Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

J. The Developer presently is the sole Class B Member of the Association and 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, Tracts, 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 Staley Hills Second and Third Plats and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Second and Third Plats 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 Staley Hills Second and Third Plats, dedicated to and accepted by the City), parks (except those previously, or by the Staley Hills Second and Third Plats, dedicated to and accepted by the City), recreational areas, open or green

space areas, sign monumentation, 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 Staley Hills First Plat or the Staley Hills Second and Third Plats, and (ii) "Lot" means all Lots described in the Declaration or in the Staley Hills First Plat or the Staley Hills Second and 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, Tracts and Common Area and Other Areas, if Any.** The new Lots, Tracts, 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 Staley Hills Second and Third Plats and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Acceptance of Maintenance.** The Association accepts responsibility for and shall maintain Tracts F, G and H and HA Tracts 1 and 2 of the Staley Hills Second Plat as private open or green space or for sign monumentation or storm water detention as shown on said Staley Hills Second Plat.

6. **Association's Maintenance of Detention Tracts and Detention Facilities.** Tracts C and D of the Staley Hills – First Plat (the "Detention Tracts") were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Second and Third Plats (i.e. the First and Second Expansion Properties) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts. The Association is authorized to and shall enter into with the City similar covenants and agreements affecting or pertaining to the Staley Hills Second and Third Plats agreeing, at the Association's cost, to maintain, repair and replace, when and as necessary, the storm water detention facilities on or in the Detention Tracts and granting to the City certain rights with respect thereto, including of inspection and repair and to assess liens on Lots and Tracts of the Staley Hills Second and Third Plats for any City incurred maintenance and repair costs in the event of any failure by the Association to perform its responsibilities.

7. **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 Staley Hills Property or the First Expansion Property or and the Second 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, V.P.*

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

ATTEST

By:

*Clayton L. Holder*

Clayton L. HOLDER, Asst Sec.

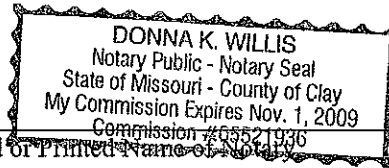
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 27<sup>th</sup> day of April, 2006, 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 Supplemental 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



Typed or Printed Name of Notary

My Commission expires:

11/1/09

**EXHIBIT A**  
**TO**  
**FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of First Expansion Property Prior to Platting by Staley Hills Second Plat**

A subdivision of land in the Southeast Quarter of Section 24 and the Northeast Quarter of Section 25, all in Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 0°22'18" West along the East line of said Northeast Quarter, 306.80 feet; thence North 89°37'42" West, 1289.32 feet to the True Point of Beginning of the tract to be herein described; thence South 0°30'49" West, 130.00 feet; thence South 89°29'11" East, 57.84 feet; thence South 0°30'49" West, 144.37 feet; thence South 03°35'24" East, 77.37 feet; thence South 19°15'02" East, 174.15 feet; thence Easterly on a curve to the right, having an initial tangent bearing of North 70°44'58" East, a radius of 825.00 feet, a central angle of 0°31'07", an arc distance of 7.47 feet; thence South 18°43'55" East, 50.00 feet; thence South 26°36'25" East, 186.03 feet to a point on the Northerly line of STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence South 63°23'35" West along said Northerly line, 340.00 feet; thence North 26°36'25" West, 569.00 feet; thence North 64°49'02" West, 721.61 feet; thence North 89°14'03" West, 314.64 feet to a point on the Easterly right-of-way line of N Woodland Avenue, as now established; thence North 0°35'00" East along said Easterly line, 381.70 feet to a point on the North line of said Northeast Quarter; thence South 89°29'11" East along said North line, 480.18 feet; thence North 0°18'05" East, 7.96 feet; thence South 89°41'55" East, 141.22 feet; thence North 85°15'58" East, 67.36 feet; thence North 75°14'18" East, 66.26 feet; thence South 21°20'14" East, 141.31 feet; thence Northeasterly on a curve to the left, having an initial tangent bearing of North 66°55'26" East, a radius of 490.00 feet, a central angle of 05°18'49", an arc distance of 45.44 feet; thence South 28°23'23" East, 50.00 feet; thence South 31°05'34" East, 87.27 feet; thence South 43°09'56" East, 61.41 feet; thence South 56°31'05" East, 60.37 feet; thence South 69°13'34" East, 61.21 feet; thence South 78°18'20" East, 74.68 feet; thence South 89°29'11" East, 162.00 feet to the True Point of Beginning. Containing 17.31 acres, more or less.

Note: The above-described First Expansion Property has been platted. The recording information identifying the Staley Hills Second Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit A** is attached.

**EXHIBIT B  
TO  
FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of Second Expansion Property Prior to Platting by Staley Hills Third Plat**

A subdivision of land in the Northeast Quarter of Section 25, Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 0°22'18" West along the East line of said Northeast Quarter, 1336.29 feet to the True Point of Beginning of the tract to be herein described; thence continuing South 0°22'18" West along said East line, 320.00 feet to a point on the Northerly line of STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 89°37'42" West along said Northerly line, 130.00 feet; thence North 0°22'18" East along said Northerly line, 41.95 feet; thence North 89°37'42" West along said Northerly line, 180.00 feet; thence North 0°22'18" East along said Northerly line, 38.27 feet; thence North 89°29'11" West along said Northerly line, 408.67 feet; thence South 69°35'32" West along said Northerly line, 59.13 feet; thence North 26°36'25" West along said Northerly line, 149.66 feet; thence North 26°56'22" West along said Northerly line, 51.09 feet; thence North 26°36'25" West along said Northerly line, 138.08 feet; thence North 70°46'35" East, 69.69 feet; thence North 85°36'06" East, 71.70 feet; thence South 89°29'11" East, 481.08 feet; thence South 0°30'49" West, 38.29 feet; thence South 89°37'42" East, 179.85 feet; thence South 0°22'18" West, 31.94 feet; thence South 89°37'42" East, 130.00 feet to the True Point of Beginning. Containing 6.16 acres, more or less.

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



**EXHIBIT C**  
**TO**  
**FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Description of Lots and Tracts Contained in Staley Hills Second and Third Plats**

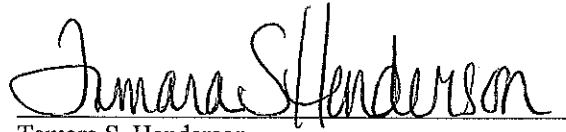
Lots 50 through and including 90, Tracts F, G and H and HA Tracts 1 and 2, STALEY HILLS – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 91 through and including 110, STALEY HILLS – THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 27 day of April, 2006.

  
Tamara S. Henderson

Date and Time: 06/10/2010 at 09:38:04 AM

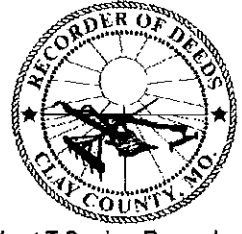
Instrument Number: 2010019183

Book: 6425 Page: 85

Instrument Type: REST

Page Count: 6

Recording Fee: \$39.00 S



Robert T Sevier, Recorder

Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMENT...

Grantee: STALEY HILLS FIRST PLAT



(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Second Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
Document Date: April 20, 2010  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: ~~NA~~ \*  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibits A and B attached  
Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**THIS SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION** (this "Supplemental Declaration") is made and executed as of April 20, 2010, 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 25, 2005, the Developer executed that certain subdivision plat entitled <sup>\*</sup>"STALEY HILLS - 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First Supplement thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

D. On May 4, 2010, the Developer executed that certain subdivision plat entitled "STALEY HILLS - FOURTH PLAT" (the "Staley Hills Fourth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached to this Supplemental Declaration and platting the same into the Lots, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as

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identified on **Exhibit B** attached to this Supplemental Declaration, which Staley Hills Fourth Plat was approved on \_\_\_\_\_, 2010, by the City, and was recorded on 6/10/10, 2010, under Document No. 2010 019180, in Book cab #, at Page SM 10, in said Recorder's Office.

**E.** The real property covered by the Staley Hills Fourth Plat is sometimes herein collectively referred to as the "Third Expansion Property".

**F.** The Developer presently owns all of the Lots and any Tracts, Common Areas or other property shown on the Staley Hills Fourth Plat.

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

**H.** Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

**I.** The Developer presently is the sole Class B Member of the Association and 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 and any Tracts, Common Areas or other property which constitute the Third Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Staley Hills Fourth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Fourth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Third 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 Third Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Staley Hills Fourth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Staley Hills Fourth Plat, dedicated to and accepted by the City), recreational areas, open or green space areas, sign monumentation, 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 Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third and the Staley Hills Fourth Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat and the Staley Hills Fourth Plat, 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, Tracts and Common Area and Other Areas, if Any.** The new Lots and any Tracts, Common Areas or other property which constitute the Third Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Staley Hills Fourth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Maintenance of Detention Tracts and Detention Facilities.** Tracts C and D of the Staley Hills – First Plat (the “Detention Tracts”) were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Fourth Plat (i.e. the Third Expansion Property) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts and Basin B4 located approximately 200 feet west of Tract D outside the Staley Hills Fourth Plat as shown on Exhibit “D” attached to that certain Covenant to Maintain Storm Water Detention and BMP Facilities (Plat of Staley Hills Fourth Plat) [the “Staley Hills Fourth Plat Storm Water Covenant”]. The Association is authorized to and shall enter into with the City the Staley Hills Fourth Plat Storm Water Covenant affecting or pertaining to the Staley Hills Fourth Plat agreeing, at the Association’s cost, to maintain, repair and replace, when and as necessary, the storm water detention facilities on or in the Detention Tracts and Basin B4 and granting to the City certain rights with respect thereto, including of inspection and repair and to assess liens on Lots and Tracts of the Staley Hills Fourth Plat for any City incurred maintenance and repair costs in the event of any failure by the Association to perform its responsibilities.

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 Staley Hills Property or the First Expansion Property, the Second Expansion Property, the Third 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, Pres.  
Ora H. Reynolds, President

ATTEST:

By: Donald K. Hagan

Donald K. Hagan, Secretary

STATE OF MISSOURI )

) SS.

COUNTY OF CLAY )

On this 20<sup>th</sup> day of April, 2010, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental 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  My Commission Expires: January 22, 2014  
Commission Number: 10440209

Connie S. Thomas  
Signature of Notary Public

Connie S. Thomas  
Typed or Printed Name of Notary

My Commission expires:

1-22-14

**EXHIBIT A**  
**TO**  
**SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of Third Expansion Property Prior to Platting by Staley Hills Fourth Plat**

A subdivision of land in the Northeast Quarter of Section 25, Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 0°22'18" West along the East line of said Northeast Quarter, 1016.29 feet to the True Point of Beginning of the tract to be herein described; thence continuing South 0°22'18" West along said East line, 320.00 feet to a point on the Northerly line of STALEY HILLS – THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 89°37'42" West along said Northerly line, 130.00 feet; thence North 0°22'18" East along said Northerly line, 31.94 feet; thence North 89°37'42" West along said Northerly line, 179.85 feet; thence North 0°30'49" East along said Northerly line, 38.29 feet; thence North 89°29'11" West along said Northerly line, 481.08 feet; thence South 85°36'06" West along said Northerly line, 71.70 feet; thence South 70°46'35" West along said Northerly line, 69.69 feet to a point on the Easterly line of STALEY HILLS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 26°36'25" West along said Easterly line, 138.13 feet; thence North 26°16'09" West along said Easterly line, 50.27 feet; thence North 26°36'25" West along said Easterly line and the Easterly line of STALEY HILLS – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, 144.40 feet; thence North 72°19'45" East, 127.41 feet; thence North 87°39'27" East, 71.74 feet; thence South 89°29'11" East, 705.85 feet; thence South 89°37'42" East, 50.00 feet; thence South 0°22'18" West, 59.90 feet; thence South 89°37'42" East, 130.00 feet to the True Point of Beginning. Containing 7.42 acres, more or less.

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

**EXHIBIT B  
TO  
SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

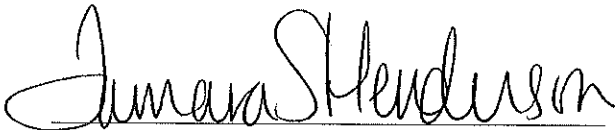
**Description of Lots and Tracts Contained in Staley Hills Fourth Plat**

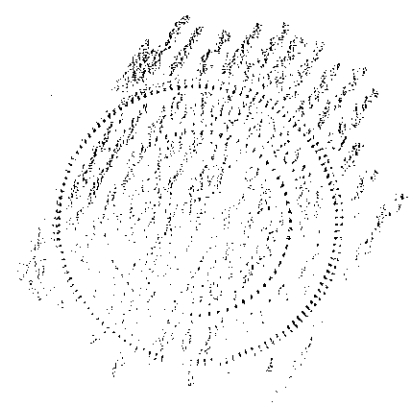
Lots 111 through and including 135, STALEY HILLS – FOURTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 20<sup>th</sup> day of April, 2010.

  
Tamara S. Henderson





Recorded in Clay County, Missouri

Date and Time: 05/19/2014 at 08:06:09 AM

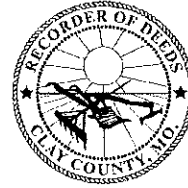
Instrument Number: 2014013534

Book: 7302 Page: 22

Instrument Type: REST

Page Count: 9

Recording Fee: \$48.00 S



Electronically Recorded

Jay Lawson, Recorder

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Title of Document: Third Supplement to Homes Association Declaration

Date of Document: April 15, 2014

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

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

Grantee(s) Address: 8300 NE Underground Drive, Suite 100  
Kansas City MO 64161

Legal Description: see Exhibits A & B

Reference Book and Page(s)

KANSAS CITY TITLE  
179562

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

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Title of Document: Third Supplement to Homes Association Declaration

Date of Document: April 15, 2014

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

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

Grantee(s) Address: 8300 NE Underground Drive, Suite 100  
Kansas City MO 64161

Legal Description: see Exhibits A & B

Reference Book and Page(s)

KANSAS CITY TITLE  
179562

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

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Third Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
Document Date: April 15, 2014  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibits A and B attached  
Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**THIRD SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**THIS THIRD SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION** (this "Supplemental Declaration") is made and executed as of April 15, 2014, 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, with the consent of the "Other Lot Owners" described in Recital J below.

**RECITALS**

**A.** On August 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

**B.** The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First and Second Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

**D.** On June 4, 2013, the Developer executed that certain subdivision plat entitled "STALEY HILLS – FIFTH PLAT" (the "Staley Hills Fifth Plat"), covering the real property formerly legally described as shown therein

and on **Exhibit A** attached to this Supplemental Declaration and platting the same into the Lots, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit B** attached to this Supplemental Declaration, which Staley Hills Fifth Plat was approved on April 17, 2012, by the City, and was recorded on July 5, 2013, under Document No. 2013025915, in Book H, at Page 61, in said Recorder's Office.

E. The real property covered by the Staley Hills Fifth Plat is sometimes herein collectively referred to as the "Fourth Expansion Property".

F. The Developer transferred title to all of the Lots in the Staley Hills Fifth Plat to Hunt Midwest Residential, LLC, a Missouri limited liability company ("HM Residential") of which Developer is the sole member, and HM Residential presently owns all of the Lots shown on the Staley Hills Fifth Plat except for those Lots sold by HM Residential to and owned by the "Other Lot Owners" described in Recital J below.

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

H. Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

I. The Developer presently is the sole Class B Member of the Association and 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. HM Residential has sold those certain Lots in the Staley Hills Fifth Plat to those persons or entities described on the "Consent of Other Lot Owners" attached hereto and incorporated herein by reference (the "Other Lot Owners") and each of them and HM Residential consents to the Developer's execution and recording of this Supplemental Declaration and each agrees that his, her or its Lot(s) shall be subject to all the provisions of this Supplemental Declaration and the Homes Association Declaration.

**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 and any Tracts, Common Areas or other property which constitute the Fourth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Staley Hills Fifth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Fifth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by 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 expanded by the Fourth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Staley Hills Fifth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Staley Hills Fifth Plat, dedicated to and accepted by the City), recreational areas, open or green space areas, sign monumentation, 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 Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat and the Staley Hills Fifth Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat and the Staley

Hills Fifth Plat, 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, Tracts and Common Area and Other Areas, if Any.** The new Lots and any Tracts, Common Areas or other property which constitute the Fourth Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Staley Hills Fifth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Association's Maintenance of Detention Tracts and Detention Facilities.** Tracts C and D of the Staley Hills – First Plat (the "Detention Tracts") were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Fifth Plat (i.e. the Fourth Expansion Property) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts and Basin B4 located approximately 200 feet west of Tract D outside the Staley Hills Fifth Plat as shown on Exhibit "D" attached to that certain Covenant to Maintain Storm Water Detention and BMP Facilities (Plat of Staley Hills Fourth Plat) [the "Staley Hills Fourth Plat Storm Water Covenant"]. The Association is authorized to and shall enter into with the City, if required by the City, any amendments to the Staley Hills Fourth Plat Storm Water Covenant or new agreements affecting or pertaining to storm water detention for the Staley Hills Fourth Plat.

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 Staley Hills Property or the First Expansion Property, the Second Expansion 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, President

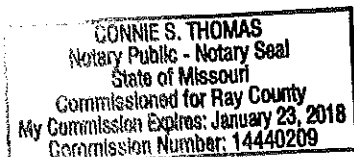
ATTEST:

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

STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF CLAY )

On this 7<sup>th</sup> day of April, 2014, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental 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}



My Commission expires.

1-23-18

*Connie S Thomas*  
Signature of Notary Public

Connie S Thomas  
Typed or Printed Name of Notary

**EXHIBIT A**  
**TO**  
**THIRD SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of Fourth Expansion Property Prior to Platting by Staley Hills Fifth Plat**

A tract of land in the Northeast Quarter of Section 25, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00°22'18" West, along the East line of said Northeast Quarter, 631.29 feet to the Point of Beginning of the tract of land to be herein described; thence continuing South 00°22'18" West, along said East line, 385.00 feet to the Northeast corner of "STALEY HILLS - FOURTH PLAT", a subdivision of land in said Kansas City, Clay County, Missouri; thence North 89°37'42" West, along the North line of said "STALEY HILLS - FOURTH PLAT", 130.00 feet; thence North 00°22'18" East, continuing along said North line, 59.90 feet; thence North 89°37'42" West, continuing along said North line, 50.00 feet; thence North 89°29'11" West, continuing along said North line, 705.85 feet; thence South 87°39'27" West, continuing along said North line, 71.74 feet; thence South 72°19'45" West, continuing along said North line, 127.41 feet to a point on the East line of "STALEY HILLS - SECOND PLAT", a subdivision of land in said Kansas City, Clay County, Missouri; thence North 26°36'25" West, along said East line, 146.09 feet; thence North 18°43'55" West, continuing along said East line, 50.00 feet; thence Westerly, continuing along said East line, on a curve to the left having an initial tangent bearing of South 71°16'05" West with a radius of 825.00 feet, a central angle of 00°31'07" and an arc distance of 7.47 feet; thence North 19°15'02" West, continuing along said North line, 174.15 feet; thence North 03°35'24" West, continuing along said North line, 77.37 feet; thence North 00°30'49" East, continuing along said North line, 144.37 feet; thence North 89°29'11" West, continuing along said North line, 57.84 feet; thence North 00°30'49" East, continuing along said North line, 130.00 feet to the Northeast corner of said "STALEY HILLS - SECOND PLAT"; thence South 89°29'11" East, 555.00 feet; thence South 00°30'49" West, 180.00 feet; thence North 89°29'11" West, 17.16 feet; thence South 00°30'49" West, 143.00 feet; thence South 89°29'11" East, 572.28 feet; thence South 89°37'42" East, 50.00 feet; thence North 00°22'18" East, 1.27 feet; thence South 89°37'42" East, 130.00 feet to the Point of Beginning. Containing 557,139 square feet or 12.79 acres, more or less.

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

**EXHIBIT B**  
**TO**  
**THIRD SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Description of Lots and Tracts Contained in Staley Hills Fifth Plat**

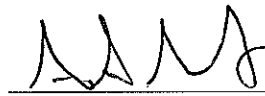
Lots 136 through and including 177, STALEY HILLS – FIFTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.



**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

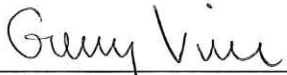
Dated this 15<sup>th</sup> day of April, 2014.



\_\_\_\_\_  
Aaron Schmidt

**CONSENT OF OTHER LOT OWNERS**

The undersigned own the Lots in the STALEY HILLS – FIFTH PLAT identified below and each owner consents to the Developer's execution and recording of the Supplemental Declaration to which this Consent is attached and each owner agrees that his, her or its Lot shall be subject to the provision of such Supplemental Declaration and the Homes Association Declaration identified and described therein. This Consent may be executed in multiple counterparts by the different owners but together shall constitute one instrument.

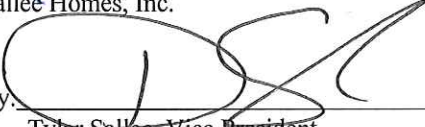
  
\_\_\_\_\_  
Gerald E. Vire

  
\_\_\_\_\_  
Jennifer Vire  
Lot: 136

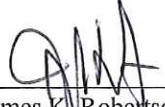
Aspen Homebuilders, LLC

By:   
\_\_\_\_\_  
John A. Libra, Managing Member  
Lots: 164 and 169

Sallee Homes, Inc.

By:   
\_\_\_\_\_  
Tyler Sallee, Vice President  
Lots: 137, 138, 145, 165, 173 and 175

Robertson Construction, LLC

By:   
\_\_\_\_\_  
James K. Robertson, Managing Member  
Lots: 157, 158, 160 and 161

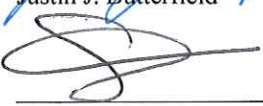
Hunt Midwest Residential, LLC

By: Hunt Midwest Real Estate Development, Inc., its sole member

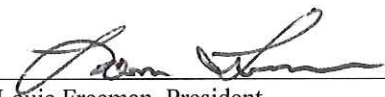
By:   
\_\_\_\_\_  
Ora H. Reynolds, President

Lots: All Lots in the Staley Hills Fifth Plat other than and excluding those transferred to and owned by the Other Lot Owners as shown above

  
\_\_\_\_\_  
Justin J. Butterfield

  
\_\_\_\_\_  
Stacy M. Butterfield  
Lot: 142

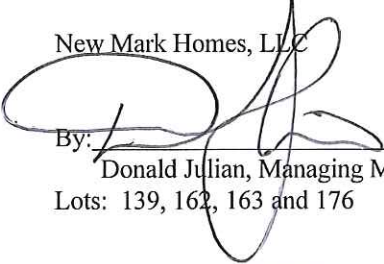
Freeman Custom Homes, LLC

By:   
\_\_\_\_\_  
Louie Freeman, President  
Lots: 166 and 170

Olympus Custom Homes, Inc.

By:   
\_\_\_\_\_  
Bruce Hollowell, President  
Lots: 140 and 168

New Mark Homes, LLC

By:   
\_\_\_\_\_  
Donald Julian, Managing Member  
Lots: 139, 162, 163 and 176

McFarland Custom Builders, Inc.

By:   
\_\_\_\_\_  
Kenneth E. McFarland, President  
Lots: 154, 171 and 177



Recording Date/Time: 01/09/2015 at 01:44:12 PM

Instr #: 2015000875

Book: 7424 Page: 42

Type: REST

Pages: 6

Fee: \$39.00 \$ 2015000532

Kalee Porter  
Recorder of Deeds

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

Document Title: Fourth Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
 Document Date: 7-10-14, 2014  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
 OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of 7-10-, 2014, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First and Second Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

D. On 7-18-, 2014, the Developer executed that certain subdivision plat entitled "STALEY HILLS - SIXTH PLAT" (the "Staley Hills Sixth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached to this Supplemental Declaration and platting the same into the Lots, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on

Exhibit B attached to this Supplemental Declaration, which Staley Hills Sixth Plat was approved on 8-28-14, 2014, by the City, and was recorded on 1-9-15, 2014, under Document No. 2015000972, in Book H, at Page 114, in said Recorder's Office. 2015

E. The real property covered by the Staley Hills Sixth Plat is sometimes herein collectively referred to as the "Fifth Expansion Property".

F. The Developer presently owns all of the Lots and any Tracts, Common Areas or other property shown on the Staley Hills Sixth Plat.

G. The Developer desires to exercise its right to expand the Staley Hills Property to include the additional Lots and any Tracts, 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 supplemented and amended hereby.

H. Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

I. The Developer presently is the sole Class B Member of the Association and 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 and any Tracts, 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 Staley Hills Sixth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Sixth 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 expanded by the Fifth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Staley Hills Sixth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Staley Hills Sixth Plat, dedicated to and accepted by the City), recreational areas, open or green space areas, sign monumentation, 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 Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat and the Staley Hills Sixth Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat and the Staley Hills Sixth Plat, 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, Tracts and Common Area and Other Areas, if Any. The new Lots and any Tracts, 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 Staley Hills Sixth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. Association's Maintenance of Detention Tracts and Detention Facilities. Tracts C and D of the Staley Hills - First Plat (the "Detention Tracts") were and have been reserved for storm water detention and the Association previously entered into that certain Covenant to Maintain Storm Water Facilities (Plat of Staley Hills First Plat) with the City pursuant to which the Association, at its cost, agreed to maintain, repair and replace, when and as necessary, the storm water detention facilities constructed on or in the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Staley Hills Sixth Plat (i.e. the Fifth Expansion Property) warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the existing Detention Tracts and Basin B4 located approximately 200 feet west of Tract D outside the Staley Hills Sixth Plat as shown on Exhibit "D" attached to that certain Covenant to Maintain Storm Water Detention and BMP Facilities (Plat of Staley Hills Fourth Plat) [the "Staley Hills Fourth Plat Storm Water Covenant"]. The Association is authorized to and shall enter into with the City, if required by the City, any amendments to the Staley Hills Fourth Plat Storm Water Covenant or new agreements affecting or pertaining to storm water detention for the Staley Hills Sixth Plat.

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 Staley Hills Property or the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion 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.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By:

Ora H. Reynolds, President

ATTEST:

By:

Donald K. Hagan, Secretary

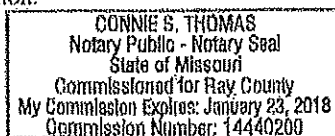
STATE OF MISSOURI )

) SS.

COUNTY OF CLAY )

On this 10<sup>th</sup> day of July, 2014, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental 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

Connie S Thomas

Typed or Printed Name of Notary

My Commission expires:

1-23-18

**EXHIBIT A**  
**TO**  
**FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of Fifth Expansion Property Prior to Platting by Staley Hills Sixth Plat**

A tract of land in the Northeast Quarter of Section 25 and the Southeast Quarter of Section 24, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows:

Beginning at the Northeast corner of said Northeast Quarter; thence South 00°22'18" West, along the East line of said Northeast Quarter, 631.29 feet to the Northeast corner of Lot 140, STALEY HILLS – FIFTH PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence North 89°37'42" West, along the North line of said Lot 140, 130.00 feet to the Northwest corner of said Lot 140; thence South 00°22'18" West, along the West line of said Lot 140, 1.27 feet; thence North 89°37'42" West, 50.00 feet to the Northeast corner of Lot 165, STALEY HILLS – FIFTH PLAT; thence North 89°29'11" West, along the North line of Lots 158 thru 165, STALEY HILLS – FIFTH PLAT, 572.28 feet to the Southeast corner of Lot 177, STALEY HILLS – FIFTH PLAT; thence North 00°30'49" East, along the East line of said Lot 177, 143.00 feet to the Northeast corner of said Lot 177; thence South 89°29'11" East, 17.16 feet; thence North 00°30'49" East, 180.00 feet to the Northeast corner of Lot 171, STALEY HILLS – FIFTH PLAT; thence North 89°29'11" West, along the North line of STALEY HILLS – FIFTH PLAT, and the North line of STALEY HILLS – SECOND PLAT, a subdivision in said Kansas City, Clay County, Missouri, 717.00 feet to the Northeast corner of Lot 82, STALEY HILLS – SECOND PLAT; thence North 78°18'20" West, along the North line of said Lot 82, 74.68 feet to the Northwest corner of said Lot 82; thence North 69°13'34" West, along the North line of Lot 81, STALEY HILLS – SECOND PLAT, 61.21 feet to the Northwest corner of said Lot 81; thence North 56°31'05" West, along the North line of Lot 80, STALEY HILLS – SECOND PLAT, 60.37 feet to the Northwest corner of said Lot 80; thence North 43°09'56" West, along the North line of Lot 79, STALEY HILLS – SECOND PLAT, 61.41 feet to the Northwest corner of said Lot 79; thence North 31°05'34" West, along the North line of Lot 78, STALEY HILLS – SECOND PLAT, 87.27 feet to the Northwest corner of said Lot 78; thence North 28°23'23" West, along the North line of STALEY HILLS – SECOND PLAT, 50.00 feet; thence Southwesterly, continuing along said North line, along a curve to the right having an initial tangent bearing of South 61°36'37" West with a radius of 490.00 feet, a central angle of 05°18'49" and an arc distance of 45.44 feet to the Southeast corner of Lot 77, STALEY HILLS – SECOND PLAT; thence North 21°20'14" West, along the East line of said Lot 77, 141.31 feet to the Northeast corner of said Lot 77; thence North 64°12'54" East, 66.51 feet; thence North 51°43'13" East, 66.68 feet; thence North 40°44'04" East, 66.81 feet; thence South 55°46'20" East, 133.32 feet; thence Northeasterly along a curve to the left having an initial tangent bearing of North 33°54'01" East with a radius of 490.00 feet, a central angle of 04°11'53" and an arc distance of 35.90 feet; thence South 60°17'52" East, 50.00 feet; thence South 51°12'45" East, 139.89 feet to a point on the North line of said Northeast Quarter; thence South 89°29'11" East, along said North line, 1,399.78 feet to the Point of Beginning. Containing 801,912 square feet or 18.41 acres, more or less.

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

**EXHIBIT B**  
**TO**  
**FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

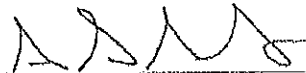
**Description of Lots and Tracts Contained in Staley Hills Sixth Plat**

Lots 178 through and including 230, STALEY HILLS – SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 9th day of July, 2014.

  
\_\_\_\_\_  
Aaron Schmidt



Date and Time: 02/06/2015 at 09:08:45 AM

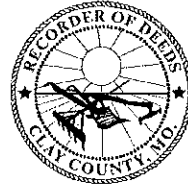
Instrument Number: 2015003605

Book: 7437 Page: 50

Instrument Type: REST

Page Count: 3

Recording Fee: \$30.00 S



Electronically Recorded

Katee Porter, Recorder

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Corrective Amendment to Fourth Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
Document Date: February 3, 2015  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit B attached  
Reference Book and Page: Document No. 2005044947, Book 5142, Page 135 and Document No. 201500875, Book 7424, Page 42

**CORRECTIVE AMENDMENT TO  
FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**THIS CORRECTIVE AMENDMENT TO FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION** (this "Amendment") is made and executed as of February 3, 2015, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS -- 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First, Second, Third and Fourth Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

KANSAS CITY TITLE  
176555

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Corrective Amendment to Fourth Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
Document Date: February 3, 2015  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibit B attached  
Reference Book and Page: Document No. 2005044947, Book 5142, Page 135 and Document No. 201500875, Book 7424, Page 42

**CORRECTIVE AMENDMENT TO  
FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**THIS CORRECTIVE AMENDMENT TO FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION** (this "Amendment") is made and executed as of February 3, 2015, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

**B.** The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First, Second, Third and Fourth Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

**KANSAS CITY TITLE**  
**176555**

D. In connection with the STALEY HILLS – SIXTH PLAT, the Developer executed the Fourth Supplement to the Homes Association Declaration, dated as of July 10, 2014, which was recorded in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, on January 9, 2015, under instrument number 2015000876, in Book 7424 at Page 42.

E. Exhibit B to the Fourth Supplement, which describes Lots contained in the Sixth Plat which were subjected to the Declaration incorrectly describes such Lots as Lots 178 through and including 230. The correct description is Lots 178 through and including Lots 238.

F. The Developer is executing this Amendment to correct such misdescription.

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

1. **Amendment and Substitution of Exhibit B to Fourth Supplement.** Exhibit B to the Fourth Supplement is amended and corrected by substituting the Exhibit B attached to this Amendment in lieu of the one originally attached to the previously recorded Fourth Supplement.

2. **Ratification of Fourth Supplement.** As amended and corrected by this Amendment, the Developer ratifies, affirms and confirms the provisions of the Fourth Supplement.

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

DEVELOPER:

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

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

STATE OF MISSOURI    )  
                                      ) SS.  
COUNTY OF CLAY     )

On this 3rd day of February, 2015, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Amendment on behalf of said corporation under and with full authority and he acknowledged that he executed the same as the free act and deed of said corporation.

{Notary Seal}

My Commission Expires: July 16, 2017  
Commission Number: 13498897

Peggy L. Wells  
Signature of Notary Public  
Peggy L. Wells  
Typed or Printed Name of Notary

**EXHIBIT B**  
**TO**  
**FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Description of Lots and Tracts Contained in Staley Hills Sixth Plat**

Lots 178 through and including 238, STALEY HILLS – SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.



Recording Date/Time: 11/22/2016 at 11:56:03 AM

Instr #: 2016041858

Book: 7856 Page: 94

Type: REST

Pages: 14

Fee: \$63.00 \$ 20160032845

Kalee Porter  
Recorder of Deeds

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

Document Title: Fifth Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
 Document Date: August 22, 2016  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**FIFTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
 OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS FIFTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of August 22, 2016, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First, Second, Third, Fourth and Fifth Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

D. On November, 2016, the Developer executed that certain subdivision plat entitled "STALEY HILLS VILLAS" (the "Villas First Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached to this Supplemental Declaration and platting the same into the Lots, and any Tracts,

Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit B** attached to this Supplemental Declaration, which Villas First Plat was approved on May 3, 2016, by the City, and was recorded on November 2, 2016, under Document No 2016041855, in Book H, at Page 175.1 in said Recorder's Office.

E. The real property covered by the Villas First Plat is sometimes herein collectively referred to as the "Sixth Expansion Property".

F. The Developer presently owns all of the Lots and any Tracts, Common Areas or other property shown on the Villas First Plat.

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

H. Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

I. The Developer presently is the sole Class B Member of the Association and 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 in connection with the "Villas" and "Villa Lots" which are added to the Staley Hills Property 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, Villa Lots and any Tracts, Common Areas or other property which constitute the Sixth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Villas First Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Villas First Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Sixth 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 Sixth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Villas First Plat, dedicated to and accepted by the City), parks (except those previously, or by the Villas First Plat, dedicated to and accepted by the City), recreational areas, open or green space areas, sign monumentation, storm sewer drainage or detention 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 Homes Association Declaration or in the Staley Hills First Plat, all subsequent plats and the Villas First Plat, and (ii) "Lot" means all Lots described in the Homes Association Declaration or in the Staley Hills First Plat, all subsequent plats and the Villas First Plat, 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, Tracts and Common Area and Other Areas, if Any.** The new Lots and any Tracts, Common Areas or other property which constitute the Sixth Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Villas First Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Amendment of Section 1.1.** Section 1.1 of ARTICLE 1 of the Homes Association Declaration is amended to read as follows:

“1.1 “Annual Assessment” and “Annual Villa Assessment” have the meanings set forth in Sections 6.2 and 6.15 hereof, respectively.”

6. **Amendment of Section 1.3.** Section 1.3 of ARTICLE 1 of the Homes Association Declaration is amended to read as follows:

“1.3 “Assessments” means the Annual Residence, Annual Villa, Special, Special Villa and Default Assessments levied pursuant to Article 6 hereof.”

7. **Amendment of Section 1.10.** Section 1.10 of ARTICLE 1 of the Homes Association Declaration is amended to also exclude from the definition of “Common Expenses” any “Villa Common Expenses” as defined below.

8. **Amendment of Section 1.19.** Section 1.19 of ARTICLE 1 of the Homes Association Declaration is amended to read as follows:

“1.19 “Lot” means a building lot that is created by a plat or other subdivision of any part of the Property with respect to a Residence or Villa, together with all appurtenances and Improvements now, or in the future, on such Lot, including a Residence, for a single family home building Lot or a Villa for a Villa Lot.”

9. **Amendment of Section 1.25.** Section 1.25 of ARTICLE 1 of the Homes Association Declaration is amended to read as follows:

“1.25 “Owner’s Proportionate Share” means a fraction, the numerator of which is the number of Lots then owned by such Owner within the Property, and the denominator of which is the total number of Lots (i.e., all Residence Lots and Villa Lots) then within the Property, as it may be expanded.”

10. **Amendment of Section 1.28.** Article 1.28 of ARTICLE 1 of the Homes Association Declaration is amended to read as follows:

“1.28 “Residence” means a single-family dwelling (other than a Villa) constructed on any one (1) single family Residence Lot. For purposes hereof, “single family” shall have the same meaning as in the ordinances of the City and, if none, its common meaning.”

11. **Amendment of Section 1.29.** Section 1.29 of ARTICLE 1 of the Homes Association Declaration is amended to read as follows:

“1.29 “Special Assessment” and “Special Villa Assessment” have the meanings set forth in Sections 6.3 and 6.16 hereof, respectively.”

12. **Amendment of Section 1.34.** Section 1.34 of ARTICLE 1 of the Homes Association Declaration is amended to read as follows:

“1.34 “Turnover Date” means the date on which all Class B Memberships terminate and are converted to Class A or Class C Memberships as set forth in Section 3.2 hereof.”

13. **New Sections 1.37 through 1.40.** ARTICLE 1 of the Homes Association Declaration is amended by adding the following new Sections 1.37 through 1.40:

"1.37 "Villa" means a dwelling constructed on any one (1) Villa Lot and having bedrooms on the first or main story level.

1.38 "Villa Lot" has the meaning set forth in Article 1.14 above.

1.39 "Villa Common Expenses" means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to provide the lawn and landscaping care and snow removal services set forth in Article 6A below, a reasonable contingency or other reserve or surplus fund for such costs and expenses and any other costs or expenses which the Board of Directors determines to be Villa Common Expenses.

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

14. Amendment of Section 3.2. Section 3.2 of ARTICLE 3 of the Homes Association Declaration is amended to read as follows:

"3.2 Classes of Members. Members shall be either Class A Members, Class B Members or Class C Members. Class A Members shall be all Owners of single family Residences except the Developer during the period of its Class B Membership. Class B Members shall be the Developer and all Successor Developers, if any, who own any Lot for the purpose of development and sale. Class C Members shall be all Owners of Villas except the Developer during the period of its Class B Membership. All Class B Memberships shall terminate and automatically be converted to Class A or Class C Memberships, as applicable, upon the earliest of the following events to occur:

(a) December 31, 2030;

(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 Clay County, Missouri, at Liberty; or

(c) the date on which the Developer or any Successor Developer no longer owns any Lot or Unplatted Land which is subject to the Declaration and this Homes Association Declaration.

Upon termination of the Class B Membership, the Developer and all Successor Developers, if any, which own any Lots at the time shall, for all purposes, be automatically converted to Class A or Class C Members, as applicable, for each single family Residence Lot and Villa Lot and each one-quarter of an acre of Unplatted Land it (or they) then owns, respectively."

15. Amendment of Section 3.4. Section 3.4 of ARTICLE 3 of the Homes Association Declaration is amended to read as follows:

"3.4 Voting Rights. Except as otherwise provided herein, including in Article 3.9 below, all Owners shall be entitled to vote on Association matters requiring a vote under this Declaration. On all matters to be voted on by the Members, Class A Members and Class C Members each shall have one (1) vote for each Lot and for each one-quarter of an acre (or fraction thereof) of Unplatted Land owned and Class B Members shall have twenty (20) votes for each Lot and for each one-quarter of an acre (or fraction thereof) of Unplatted Land owned. If more than one (1) Owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the Secretary of the Association in writing. Fractional votes shall not be permitted and there shall be only one (1) vote cast with respect to any Lot. Any person may be appointed as the proxy of an Owner by written appointment delivered to the



Secretary of the Association before or at the Meeting at which the vote for which the proxy is being exercised. Proxies may be revoked at any time in writing delivered to the Secretary of the Association and shall not, under any circumstance, be valid for more than three (3) years from the original date thereof. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Homes Association Declaration shall be approved by the affirmative vote of a majority of the Members present at an annual or special meeting duly called where a quorum is present. A quorum shall be the presence of Members having ten percent (10%) of the votes entitled to be cast on a matter at the meeting, in person or by proxy; provided, however, that, unless one-third (⅓) or more of the Members having voting power are present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters described in the meeting notice."

16. **Amendment to Section 4.1(s).** Section 4.1(s) of ARTICLE 4 of the Homes Association Declaration is amended to read as follows:

"(s) Suspend the voting rights of any Class A Member or Class C Member and the rights of the Member to use the Common Area during any period in which such Member is in default on payment of any Assessment or after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter, and fine any Class A Member or Class C Member for infraction of any of the provisions of this Homes Association Declaration or any published rules or regulations in amounts as may be determined and changed from time to time by the Board of Directors;"

17. **Amendment to Section 4.2.** Section 4.2 of ARTICLE 4 of the Homes Association Declaration is amended to read as follows:

"4.2 **Exercise of Authority.** Unless specifically reserved to the Members by this Declaration, the Bylaws, the Articles or applicable law, all powers and authority of the Association shall be exercised by the Board of Directors, acting within its sole discretion. Although the Association may exercise the powers and authority granted in Sections 4.1 and 4.5 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority except for Section 4.5 which shall be performed by the Association. For example, although the Association has the power to provide for collection and disposal of rubbish, trash, refuse and garbage in the Subdivision, the Board may, in its discretion, choose not to exercise that power and, in lieu thereof, require the Owners to contract with the City or private haulers to dispose of their trash. The Association shall exercise such powers and authority in the discretion of its Board of Directors, unless otherwise specifically required or permitted herein or in the Articles or Bylaws to be exercised by the Members."

18. **New Section 4.5.** ARTICLE 4 of the Homes Association Declaration is amended by adding the following new Section 4.5:

"4.5 **Power and Authority of the Association Regarding Villas.** Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take allocation, and to refrain from taking all action, on behalf of the Association under the terms of this Homes Association Declaration, to the Owners of Villas. Such power and authority includes, without limitation, providing the lawn and landscaping and snow removal services set forth in ARTICLE 6A.2 below and, if any repair, replacement or maintenance of any lawn, landscaping, sprinkler system or related items is caused by the wasteful, negligent or intentional act or omission of a Villa Owner, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the costs thereof shall become an Assessment from such Villa Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Annual Villa Assessments."

19. **Amendment of Section 6.1.** Section 6.1 of ARTICLE 6 of the Homes Association Declaration is amended to read as follows:

**“6.1 Obligation; Purpose.**

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

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

(c) For purposes hereof, (i) “**Annual Assessments**” are Assessments imposed and levied by the Board of Directors against each Owner of either a single family Residence Lot or a Villa Lot in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (ii) “**Annual Villa Assessments**” are Assessments imposed and levied by the Board of Directors against each Villa Owner in accordance with such Villa Owner's Proportionate Share which are necessary to meet the Villa Common Expenses, (iii) “**Special Assessments**” are Assessments against all Owners for capital improvements to the Common Area and other purposes as stated in Section 6.3 of this Homes Association Declaration, (iv) “**Special Villa Assessments**” are Assessments against Villa Owners for the services provided to the Villas and other purposes as stated in Section 6.16 of this Homes Association Declaration, and (v) “**Default Assessments**” are Assessments assessed against a Lot (either a single family Residence Lot or a Villa Lot) as the result of the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

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

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

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

20. **Amendment of Section 6.6.** Section 6.6 of ARTICLE 6 of the Homes Association Declaration is amended so that the references therein to a Residence also include references to a Villa.

21. **Amendment of Section 6.7.** Section 6.7 of ARTICLE 6 of the Homes Association Declaration is amended to read as follows:

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

- (a) Assess a late charge for each Delinquency in an amount established by the Board of Directors;
- (b) Assess an interest charge from the date of delinquency of one and one-half percent (1½%) per month (18% APR) for each month, or portion thereof until paid in full, or such other rate as the Board of Directors may establish, but in no event a rate that is usurious under Missouri law;
- (c) Suspend the voting rights and other privileges (including the right to use the Common Area) of the Owner during any period of a Delinquency;
- (d) Cease providing any services to the Lot and Lot Owner otherwise required under this Declaration until such Delinquency is cured and no such cessation of services shall reduce, alter or affect any Assessment due before, during or after any such cessation of services;
- (e) Accelerate all remaining Assessment installments so that unpaid Assessments and other Delinquencies shall be immediately due and payable;
- (f) Bring an action at law against any Owner personally obligated to pay the Delinquency;
- (g) File a statement of lien with respect to the Lot; and
- (h) Proceed with foreclosure of liens for the Delinquency.

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

22. **Amendment of Section 6.9.** The last sentence of Section 6.9 of ARTICLE 6 of the Homes Association Declaration is amended to read as follows:

"The amount of any extinguished lien for a Delinquency may, at the direction of the Board of Directors, be reallocated and assessed to all Lots as a Common Expense or to all Villa Lots as a Villa Common Expense, as applicable."

23. **Amendment of Section 6.14.** Section 6.14 of ARTICLE 6 of the Homes Association Declaration is amended to read as follows:

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

24. **New Sections 6.15 and 6.16.** ARTICLE 6 of the Homes Association Declaration is amended by adding the following new Sections 6.15 and 6.16.

**"6.15 Annual Villa Assessments; Monthly Payments.** Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Villa Assessments based upon the estimated Villa Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Villa Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Villa Assessment for a Villa Lot shall be made on the closing date for the purchase of such Villa Lot by an Owner other than the original or initial builder. The Annual Villa Assessments shall be made by the Board of Directors on or before January 1<sup>st</sup> of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Villa Assessment for any fiscal year, the amount of such Annual Villa Assessment for the year shall automatically be the same as the Annual Villa Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Villa Assessments as such Board may determine appropriate. After the Turnover Date, the Annual Villa Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Villa Assessments for the immediately preceding year without the approval of a majority of the Class C Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Villa Assessments for the immediately preceding year without the approval of sixty-six and two-thirds percent (66⅔%) of the Class C Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Villa Assessments in excess of the actual Villa Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Villa Assessments are payable only by Owners of Villas and are in addition to the payment of the Annual Assessments under Section 6.3 hereof.

**6.16 Special Villa Assessments.** Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Villa Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, any unexpected costs or other expenses incurred by the Association in fulfilling its obligations to all Villa Owners under this Homes Association Declaration or otherwise imposed upon the Association. In imposing any Special Villa Assessment, the Board of Directors shall specifically refer to this Section 6.16. The Board of Directors shall promptly give the Villa

Owners written notice of the amount of all Special Villa Assessments and the time for payment thereof. No payment of all or part of any Special Villa Assessment shall be due less than thirty (30) days after such notice is given. This Section 6.16 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses related to the Villas authorized by other sections of this Homes Association Declaration. Special Villa Assessments are payable only by the Owners of Villas and are in addition to the payment of Special Assessments under Section 6.2 hereof."

25. New ARTICLE 6A. The Homes Association Declaration is amended by adding the following new ARTICLE 6A:

**"ARTICLE 6A  
VILLA MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION**

**[THIS ARTICLE 6A APPLIES ONLY TO VILLAS AND NOT TO SINGLE FAMILY  
RESIDENCES.]**

**6A.1 General.** In addition to the maintenance upon the Common Area provided for elsewhere in this Homes Association Declaration, and as allowed or required by the Association under this Homes Association Declaration, the Association shall provide (or arrange for provision of) the following limited services to each Villa and to each Villa Lot on which it is located, which is subject to the Annual Villa Assessment hereunder in as nearly a uniform manner as may be reasonably possible. Each Villa Owner: shall be obligated to accept and participate in the Association's provision of such services by such Owner's acceptance of a deed to such Owner's Lot; grants to the Association, its contractors, service providers and other agents an access easement in, over and across such Owner's Lot so that the following services can be provided; and agrees not to interfere with, impair or prohibit the providing of said services. The Association has the right to determine the scope and timing of such services.

**6A.2 Lawn and Landscaping Care; Snow Removal.**

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner's Lot without the prior written approval of the Review Committee (as defined in the Declaration). Any such other plantings so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control (hand pulled two times per year) within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the water sprinkler system (which shall be controlled exclusively by the Association). Such services do not include trimming of street trees, replacement or reseedling of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow removal from the Villa driveways and the sidewalk from the front porch to the driveway (but not the front porch,

patio, front or other sidewalks) for any snowfall in excess of two inches (2") or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces.

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

**6A.3 Uniformity of Service.** The Association shall arrange for a uniform method of providing the foregoing limited services to the Villas. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Homes Association Declaration and toward that end, shall have authority to contract with one or more providers of such services on behalf of all the Villa Owners to provide such services to the Villas within the Subdivision.

**6A.4 Exclusivity.** No Villa Owner shall do any act or take any action on such Owner's own which shall interfere, impair, prohibit or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to such Owner's own Villa unless the Association fails to provide such service, within thirty (30) business days after written notice to the Association demanding such services be reasonably provided, to a Villa Owner who can establish such services are not being provided to such Owner's Villa in a uniform manner with the other Villas within the Subdivision. Provided, however, that the Association shall not be in breach or default of this provision if it commences the cure of such failure within such thirty (30) business day period and thereafter diligently pursues such cure to completion as soon as reasonably practicable.

**6A.5 Villa Owner's Maintenance Responsibility.** Each Villa Owner shall be responsible, at such Owner's cost and expense, for the repair, maintenance and replacement when necessary, of the exterior and interior of the Villa and all related Improvements and systems including, without limitation, roofs, walls, foundations, gutters, downspouts, windows, doors, garage doors, porches, patios, decks, driveways, sidewalks, sewer, water, gas, electrical and other utilities' lines, pipes, wires or conduits (to the extent not the responsibility of the applicable utility provider). The foregoing responsibility shall include, but not be limited to, each such Owner's obligations to protect and preserve the surface of such driveways and sidewalks from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to or the replacement of any such driveway or sidewalk, for any cause or any reason, shall be the responsibility of such Owner, and if such Owner fails to do so, the Association shall be authorized to repair such damage or to make any necessary replacement at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder."

**26. Use and Maintenance of Tracts A and B of Villas First Plat Property.** Tracts A and B of the Villas First Plat Property shall be used and maintained by the Association as private open space.

**27. 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 Staley Hills Property or the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property or the Sixth 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 officer as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By:

F. Brenner Holland  
F. Brenner Holland, Vice President

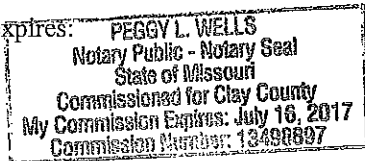
STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF CLAY )

On this 22nd day of August, 2016, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation under and with full authority and he acknowledged that he executed the same as the free act and deed of said corporation.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A  
TO  
FIFTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of Sixth Expansion Property Prior to Platting by Villas First Plat**

A tract of land in the Northeast Quarter of Section 25, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence North 00°35'00" East, along the West line of said Northeast Quarter, 2,224.17 feet; thence South 89°25'00" East, 30.00 feet to a point on the East right-of-way line of N. Woodland Avenue, as now established, said point being the Southwest corner of STALEY HILLS-SECOND PLAT a subdivision in Kansas City, Clay County, Missouri, said point also being the Point of Beginning of the tract of land to be herein described; thence South 89°14'03" East, along the South line of said STALEY HILLS-SECOND PLAT, 314.64 feet; thence South 64°49'02" East, continuing along said South line, 721.61 feet; thence South 26°36'25" East, continuing along said South line, 527.71 feet; thence South 73°04'31" West, 43.59 feet; thence North 49°16'27" West, 319.84 feet; thence South 85°55'18" West, 78.71 feet; thence South 21°10'26" West, 76.45 feet; thence South 58°20'53" West, 181.22 feet; thence Northerly, along a curve to the right, having an initial tangent bearing of North 31°39'07" West with a radius of 325.00 feet, a central angle of 23°17'09" and an arc distance of 132.08 feet; thence South 81°38'02" West, 50.00 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South 08°21'58" East with a radius of 375.00 feet, a central angle of 03°56'07" and an arc distance of 25.76 feet; thence Southwesterly, along a curve to the right, having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 84°06'47" and an arc distance of 22.02 feet; thence South 71°48'43" West, 3.19 feet; thence Westerly, along a curve to the right, being tangent to the last described course with a radius of 160.00 feet, a central angle of 18°46'17" and an arc distance of 52.42 feet; thence North 89°25'00" West, 452.24 feet; thence Northwesterly, along a curve to the right, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 89°25'00" West, 45.00 feet to a point on said East right-of-way line; thence North 00°35'00" East, along said East right-of-way line, 674.68 feet to the Point of Beginning. Containing 597,473 square feet or 13.72 acres, more or less.

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



**EXHIBIT B  
TO  
FIFTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Description of Lots and Tracts Contained in Villas First Plat**

Lots 1 through and including 38, and Tracts A and B, STALEY HILLS VILLAS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 19th day of August, 2016.

  
\_\_\_\_\_  
Aaron Schmidt



Recording Date/Time: 04/17/2017 at 01:49:02 PM

Instr #: 2017012047

Book: 7943 Page: 93

Type: REST

Pages: 6

Fee: \$39.00 \$ 20170009575

Kalee Porter  
Recorder of Deeds

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

Document Title: Sixth Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
 Document Date: Feb. 9, 2017  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**SIXTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
 OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS SIXTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of Feb. 9, 2017, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First, Second, Third, Fourth and Fifth Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

D. On March 31, 2017, the Developer executed that certain subdivision plat entitled "STALEY HILLS – SEVENTH PLAT" (the "Staley Hills Seventh Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached to this Supplemental Declaration and platting the same into the Lots,

and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration, which Staley Hills Seventh Plat was approved on May 3 2016 ~~2017~~, by the City, and was recorded on Apr. 17, 2017, under Document No. 207012694, in Book H193 at Page 1, in said Recorder's Office.

E. The real property covered by the Staley Hills Seventh Plat is sometimes herein collectively referred to as the "Seventh Expansion Property".

F. The Developer presently owns all of the Lots and any Tracts, Common Areas or other property shown on the Staley Hills Seventh Plat.

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

H. Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

I. The Developer presently is the sole Class B Member of the Association and 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 and any Tracts, Common Areas or other property which constitute the Seventh Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Staley Hills Seventh Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Seventh Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by 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 expanded by the Seventh Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Staley Hills Seventh Plat, dedicated to and accepted by the City), parks (except those previously, or by the Staley Hills Seventh Plat, dedicated to and accepted by the City), recreational areas, open or green space areas, sign monumentation, storm sewer drainage or detention 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 Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat, the Staley Hills Sixth Plat and the Staley Hills Seventh Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat, the Staley Hills Sixth Plat, the Staley Hills Villas Plat and the Staley Hills Seventh Plat, 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, Tracts and Common Area and Other Areas, if Any.** The new Lots and any Tracts, Common Areas or other property which constitute the Seventh Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately

Staley Hills – 7<sup>th</sup> Plat

**EXHIBIT A**  
**TO**  
**SIXTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of Seventh Expansion Property Prior to Platting by Staley Hills Seventh Plat**

A tract of land in the West Half of the Southeast Quarter of Section 24, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 00°22'55" East, along the West line of said Southeast Quarter, 1,644.78 feet; thence South 89°37'05" East, 25.00 feet to a point on the East right-of-way line of N. Woodland Avenue, as now established, said point also being the Point of Beginning of the tract of land to be herein described; thence continuing South 89°37'05" East, 1,283.62 feet to a point on the East line of the West Half of said Southeast Quarter; thence South 00°20'10" West, along said East line, 1,647.79 feet to a point on the South line of said Southeast Quarter, said point also being on the North line of STALEY HILLS-SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 89°29'11" West, along said South line and said North line, 89.84 feet; thence North 51°12'45" West, continuing along said North line, 139.89 feet; thence North 60°17'52" West, continuing along said North line, 50.00 feet; thence Southwesterly, continuing along said North line, along a curve to the right, having an initial tangent bearing of South 29°42'08" West with a radius of 490.00 feet, a central angle of 04°11'53" and an arc distance of 35.90 feet; thence North 55°46'20" West, continuing along said North line, 133.32 feet; thence North 28°35'56" East, 72.58 feet; thence North 00°20'10" East, 143.91 feet; thence South 89°39'50" East, 72.50 feet; thence North 00°20'10" East, 640.00 feet; thence North 89°39'50" West, 681.50 feet; thence North 00°20'10" East, 61.87 feet; thence North 89°39'50" West, 130.00 feet; thence South 00°20'10" West, 150.00 feet; thence South 20°17'02" West, 388.38 feet; thence North 89°37'05" West, 75.00 feet to a point on said East right-of-way line; thence North 00°22'55" East, along said East right-of-way line, 1,098.62 feet to the Point of Beginning. Containing 1,164,906 square feet or 26.74 acres, more or less.

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

**EXHIBIT B**  
**TO**  
**SIXTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**


**Description of Lots and Tracts Contained in Staley Hills Seventh Plat**

Lots 239 through and including 301, and Tracts A, B, C and D, STALEY HILLS – SEVENTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 9th day of February, 2017.



\_\_\_\_\_  
Aaron Schmidt



Recorded in Clay County, Missouri

Date and Time: 05/02/2017 at 02:36:37 PM

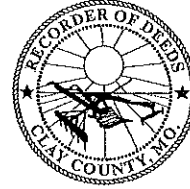
Instrument Number: 2017014186

Book: 7955 Page: 20

Instrument Type: REST

Page Count: 7

Recording Fee: \$42.00 S



Electronically Recorded

Katee Porter, Recorder

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Seventh Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
Document Date: April 28<sup>th</sup>, 2017  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: Hunt Midwest Real Estate Development, Inc.  
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
Legal Description: See Exhibits A and B attached  
Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**SEVENTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS SEVENTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of April 28<sup>th</sup>, 2017, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First, Second, Third, Fourth, Fifth and Sixth Supplements thereto (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 the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

KANSAS CITY TITLE  
206400

D. The Developer presently is the sole Class B Member of the Association and 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 in connection with the "Villas" and "Villa Lots" which were added to the Staley Hills Property as the Sixth Expansion Property as set forth in the Fifth Supplement and legally described on Exhibit A.

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

1. New Section 1.41. ARTICLE 1 of the Homes Association Declaration is amended by adding the following new Section 1.41:

"1.41 "Initiation Fee" has the meaning set forth in Section 6.17 hereof."

2. Amendment to Section 4.5. Section 4.5 of the Homes Association Declaration is amended to read as follows:

"4.5 Power and Authority of the Association Regarding Villas. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take allocation, and to refrain from taking all action, on behalf of the Association under the terms of this Homes Association Declaration, to the Owners of Villas. Such power and authority includes, without limitation, providing the lawn and landscaping and snow clearing services set forth in ARTICLE 6A.2 below and, if any repair, replacement or maintenance of any lawn, landscaping, sprinkler system or related items is caused by the wasteful, negligent or intentional act or omission of a Villa Owner, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the costs thereof shall become an Assessment from such Villa Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Annual Villa Assessments."

3. Amendment of Section 6.6. Section 6.6 of ARTICLE 6 of the Homes Association Declaration is amended to provide that the Board of Directors may and impose a Fine of such amount as the Board of Directors shall determine appropriate from time to time for each day, month or other period chosen by the Board in which any infraction of the Declaration, the Homes Association Declaration, the Articles, Bylaws or any rules or regulations promulgated by the Board is committed by any Owner of a Residence or Villa and any Lien Fee may include legal fees and costs.

4. Amendment of Section 6.7. Section 6.7 of ARTICLE 6 of the Homes Association Declaration is amended to read as follows:

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

(a) Assess a late charge for each Delinquency in an amount established by the Board of Directors;

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

(c) Suspend the voting rights and other privileges (including the right to use the Common Area) of the Owner during any period of a Delinquency;

(d) Cease providing any services to the Lot and Lot Owner otherwise required under this Declaration until such Delinquency is cured (unless withholding any such service would endanger the health, safety or property of any person) and no such cessation of services shall reduce, alter or affect any Assessment due before, during or after any such cessation of services;

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

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

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

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

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

5. New Section 6.17. ARTICLE 6 of the Homes Association Declaration is amended to read as follows:

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

6. Amendment of Section 6A.2. Section 6A.2 of the Homes Association Declaration is amended to read as follows:

**“6A.2 Lawn and Landscaping Care; Snow Clearing.**

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner's Lot without the prior written approval of the Review Committee (as defined in the Declaration). Any such other plantings so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the water sprinkler system (which shall be controlled exclusively by the Association). Control boxes for the sprinkler system shall be located on the outside of a Villa. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, the costs to maintain and repair such augmented portion shall be the Owners' responsibility. Any such additional sprinkler system costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include trimming of street trees, replacement or reseeding of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow clearing from the Villa driveways, the front sidewalk, the sidewalk from the front porch to the driveway (but not the front porch, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal or treatment is not included and the Association will not apply salt, sand or chemicals to such surfaces.

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

7. **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 Staley Hills Property or the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property, the Sixth Expansion Property or the Seventh Expansion Property or any Lot included as a part of the foregoing.



**EXHIBIT A  
TO  
SEVENTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

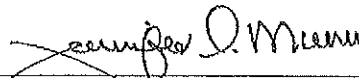
**Description of Lots and Tracts Contained in Villas First Plat**

Lots 1 through and including 38, and Tracts A and B, STALEY HILLS VILLAS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 28 day of April, 2017.

  
\_\_\_\_\_  
Jennifer L. Mann



Recording Date/Time: 05/20/2019 at 03:58:20 PM

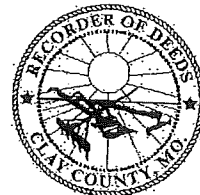
Instr #: 2019012751

Book: 8415 Page: 31

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Pages: 6

Fee: \$39.00 S 20190011371

Kalee Porter  
Recorder of Deeds

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

Document Title: Eighth Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
 Document Date: 6.25, 2018  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**EIGHTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS EIGHTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of June 25, 2018, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS - 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

B. The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

D. On 4.22, 2018, the Developer executed that certain subdivision plat entitled "STALEY HILLS - EIGHTH PLAT" (the "Staley Hills Eighth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached to this Supplemental Declaration and platting the same into the Lots, and



any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit B** attached to this Supplemental Declaration, which Staley Hills Eighth Plat was approved on 4-3, 2018, by the City, and was recorded on 5/20, 2018, under Document No. 2019012749, in Book I, at Page 701, in said Recorder's Office.

E. The real property covered by the Staley Hills Eighth Plat is sometimes herein collectively referred to as the "Eighth Expansion Property".

F. The Developer presently owns all of the Lots and any Tracts, Common Areas or other property shown on the Staley Hills Eighth Plat.

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

H. Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

I. The Developer presently is the sole Class B Member of the Association and 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 and any Tracts, Common Areas or other property which constitute the Eighth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Staley Hills Eighth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Eighth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Eighth 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 Eighth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Staley Hills Eighth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Staley Hills Eighth Plat, dedicated to and accepted by the City), recreational areas, open or green space areas, sign monumentation, storm sewer drainage or detention 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 Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat, the Staley Hills Sixth Plat, the Staley Hills Villas Plat, the Staley Hills Seventh Plat and the Staley Hills Eighth Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat, the Staley Hills Sixth Plat, the Staley Hills Villas Plat, the Staley Hills Seventh Plat and the Staley Hills Eighth Plat, 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, Tracts and Common Area and Other Areas, if Any.** The new Lots and any Tracts, Common Areas or other property which constitute the Eighth Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately

upon recording of the Staley Hills Eighth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. Association's Maintenance of Detention Tracts, Detention Facilities and Private Open Space. The Association is authorized to and shall enter into with the City, if required by the City, any agreement affecting or pertaining to storm water detention for the Staley Hills Eighth Plat. Tract E of the Staley Hills – Eighth Plat shall be maintained by the Association 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 Staley Hills Property or the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property, the Sixth Expansion Property, the Seventh Expansion Property, the Eighth 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 officer as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

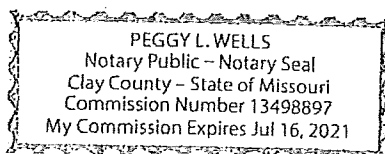
STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF CLAY )

On this 25<sup>th</sup> day of June, 2018, before me, the undersigned Notary Public, appeared F. Brenner Holland, who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation under and with full authority and he acknowledged that he executed the same as the free act and deed of said corporation.

Peggy L. Wells  
Signature of Notary Public

Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A**  
**TO**  
**EIGHTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

Legal Description of Eighth Expansion Property Prior to Platting by Staley Hills Eighth Plat

A tract of land in the Southeast Quarter of Section 24, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southwest corner of Lot 268, STALEY HILLS - SEVENTH PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence South 89°39'50" East, along the South line of said Lot 268, 130.00 feet to the Southeast corner of said Lot 268; thence South 00°20'10" West, along the South line of said STALEY HILLS - SEVENTH PLAT, 61.87 feet; thence South 89°39'50" East, continuing along said South line, 681.50 feet; thence South 00°20'10" West, continuing along said South line, 640.00 feet; thence North 89°39'50" West, continuing along said South line, 72.50 feet; thence South 00°20'10" West, continuing along said South line, 143.91 feet; thence South 28°35'56" West, continuing along said South line, 72.58 feet to the Northeast corner of Lot 212, STALEY HILLS - SIXTH PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence South 40°44'04" West, along the North line of said STALEY HILLS - SIXTH PLAT, 66.81 feet; thence South 51°43'13" West, continuing along said North line, 66.68 feet; thence South 64°12'54" West, continuing along said North line, 66.51 feet to the Northeast corner of Lot 77, STALEY HILLS - SECOND PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence South 75°14'18" West, along the North line of said STALEY HILLS - SECOND PLAT, 66.26 feet; thence South 85°15'58" West, continuing along said North line, 67.36 feet; thence North 89°41'55" West, continuing along said North line, 141.22 feet; thence South 00°18'05" West, continuing along said North line, 7.96 feet; thence North 89°29'11" West, continuing along said North line, 485.18 feet to a point on the East right-of-way line of N. Woodland Avenue, as now established; thence North 00°22'55" East, along said East right-of-way line, 546.22 feet; thence South 89°37'05" East, 75.00 feet to a point on the South line of said STALEY HILLS - SEVENTH PLAT; thence North 20°17'02" East, along said South line, 388.38 feet; thence North 00°20'10" East, continuing along said South line, 150.00 feet to the Point of Beginning. Containing 909,495 square feet or 20.88 acres, more or less.

Note: The above-described Eighth Expansion Property has been platted. The recording information identifying the Staley Hills Eighth Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this Exhibit A is attached.

EXHIBIT B  
TO  
EIGHTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION

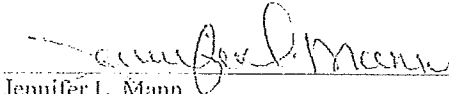
Description of Lots and Tracts Contained in Staley Hills Eighth Plat

Lots 302 through and including 362, and Tract E, STALEY HILLS – EIGHTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 25<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
Jennifer L. Mann



Recording Date/Time: 10/24/2019 at 10:46:22 AM

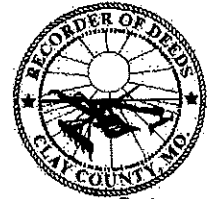
Instr #: 2019031805

Book: 8530 Page: 81

Type: REST

Pages: 6

Fee: \$39.00 \$ 20190028410

Katee Porter  
Recorder of Deeds

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

Document Title: Ninth Supplement to Homes Association Declaration of The Staley Hills Home Owners Association  
 Document Date: July 18, 2019  
 Grantor Names: Hunt Midwest Real Estate Development, Inc.  
 Grantee Names: Hunt Midwest Real Estate Development, Inc.  
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161  
 Legal Description: See Exhibits A and B attached  
 Reference Book and Page: Document No. 2005044947, Book 5142, Page 135

**NINTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION  
OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

THIS NINTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE STALEY HILLS HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of July 18, 2019, 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 25, 2005, the Developer executed that certain subdivision plat entitled "STALEY HILLS – 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 "Staley Hills Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on September 15, 2005, in Cabinet F, at Sleeve 198, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

**B.** The Developer executed that certain Homes Association Declaration of The Staley Hills Home Owners Association (the "Association"), dated June 16, 2005, which was recorded on September 15, 2005, as Document No. 2005044947, in Book 5142, at Page 135, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, which has been amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplements thereto (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 Staley Hills (the "Declaration"), dated June 16, 2005, which was recorded on September 15, 2005, under Document No. 2005044946, in Book 5142, at Page 134, in said Recorder's Office, as the same may be amended and supplemented.

**D.** On OCT 11, 2019, the Developer executed that certain subdivision plat entitled "STALEY HILLS – NINTH PLAT" (the "Staley Hills Ninth Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached to this Supplemental Declaration and platting the same into the Lots, and

any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit B** attached to this Supplemental Declaration, which Staley Hills Ninth Plat was approved on May 23, 2019, by the City, and was recorded on 10-24, 2019, under Document No. 2019031803 in Book I, at Page 80.3 in said Recorder's Office.

E. The real property covered by the Staley Hills Ninth Plat is sometimes herein collectively referred to as the "Ninth Expansion Property".

F. The Developer presently owns all of the Lots and any Tracts, Common Areas or other property shown on the Staley Hills Ninth Plat.

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

H. Under the Homes Association Declaration, at all times while the Developer is a Class B Member of the Association, the Developer may amend any provision of the Homes Association Declaration by supplemental declaration signed by the Developer.

I. The Developer presently is the sole Class B Member of the Association and 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 and any Tracts, Common Areas or other property which constitute the Ninth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Staley Hills Ninth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of the Staley Hills Ninth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Ninth 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 Ninth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Staley Hills Ninth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Staley Hills Ninth Plat, dedicated to and accepted by the City), recreational areas, open or green space areas, sign monumentation, storm sewer drainage or detention 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 Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat, the Staley Hills Sixth Plat, the Staley Hills Villas Plat, the Staley Hills Seventh Plat, the Staley Hills Eighth Plat and the Staley Hills Ninth Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Staley Hills First Plat, the Staley Hills Second Plat, the Staley Hills Third Plat, the Staley Hills Fourth Plat, the Staley Hills Fifth Plat, the Staley Hills Sixth Plat, the Staley Hills Villas Plat, the Staley Hills Seventh Plat, the Staley Hills Eighth Plat and the Staley Hills Ninth Plat, 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, Tracts and Common Area and Other Areas, if Any.** The new Lots and any Tracts, Common Areas or other property which constitute the Ninth

Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Staley Hills Ninth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. Association's Maintenance of Detention Tracts, Detention Facilities and Private Open Space.  
The Association is authorized to and shall enter into with the City, if required by the City, any agreement affecting or pertaining to storm water detention for the Staley Hills Ninth Plat. Tracts A, B, C and D of the Staley Hills – Ninth Plat shall be maintained by the Association 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 Staley Hills Property or the First Expansion Property, the Second Expansion Property, the Third Expansion Property, the Fourth Expansion Property, the Fifth Expansion Property, the Sixth Expansion Property, the Seventh Expansion Property, the Eighth Expansion Property, the Ninth 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 officer as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

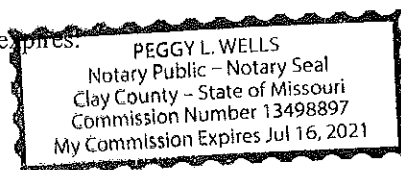
By: F. B. Holland, Jr.  
F. Brenner Holland, Jr., Vice President

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLAY )

On this 18<sup>th</sup> day of July, 2019, before me, the undersigned Notary Public, appeared F. Brenner Holland, Jr., who, being by me duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Supplemental Declaration on behalf of said corporation under and with full authority and he acknowledged that he executed the same as the free act and deed of said corporation.

Peggy L. Wells  
Signature of Notary Public  
Peggy L. Wells  
Typed or Printed Name of Notary

My Commission expires:





**EXHIBIT A**  
**TO**  
**NINTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

**Legal Description of Ninth Expansion Property Prior to Platting by Staley Hills Ninth Plat**

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 25 Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 25; thence North 00°22'18" East, on the East line of said Southeast Quarter, 2,610.14 feet to the Southeast corner of Tract B of STALEY HILLS-FIRST PLAT a subdivision in said Kansas City, Clay County, Missouri, recorded as Instrument Number 2005044944 in Book F, at Page 198 in Clay County Recorder of Deeds office, also being the Point of Beginning of the tract of land to be herein described; thence South 00°22'18" West on said East line, 422.83 feet to a point on the Northerly right-of-way line of Shoal Creek Parkway as now established; thence leaving said East line, North 66°47'08" West on said Northerly right-of-way line, 650.27 feet to a point on Easterly right-of-way line of N. Olive Avenue as now established; thence leaving said Northerly right-of-way line North 23°12'52" East on said Easterly right-of-way line 215.09 feet; thence continuing on said Easterly right-of-way line, Northerly along a curve to the left being tangent to the last described course with a radius of 1,030.00 feet, a central angle of 08°08'57" and an arc distance of 146.50 feet to the Southwest corner of Tract C of said STALEY HILLS-FIRST PLAT; thence Leaving said Easterly right-of-way line, South 70°04'48" East on said south line, 497.35 feet to the Point of Beginning. Containing 215,119 square feet or 4.94 acres, more or less.

ALSO,

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 25 Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 25; thence North 00°22'18" East, on the East line of said Southeast Quarter, 2,463.04 feet; thence leaving said East line, North 89°37'42" West, 654.57 feet to a point on the Northerly right-of-way line of NE Staley Rd as now established, also being the True Point of Beginning of STALEY HILLS-FIRST PLAT a subdivision in said Kansas City, Clay County, Missouri, recorded as Instrument Number 2005044944 in Book F, at Page 198 in Clay County Recorder of Deeds office, also being the Point of Beginning of the tract of land to be herein described; thence North 66°47'08" West on said Northerly right-of-way line, 851.52 feet; thence continuing on said Northerly right-of-way line, Westerly along a curve to the left being tangent to the last described course with a radius of 2,812.00 feet, a central angle of 04°51'54" and an arc distance of 238.76 feet; thence leaving said Northerly right-of-way line North 23°12'52" East, 250.13 feet; thence South 66°47'08" East, 340.28 feet; thence North 46°34'42" East, 171.74 feet; thence South 26°36'25" East, 39.76 feet; thence South 55°54'04" East, 285.26 feet; thence South 61°49'55" East, 369.88 feet to a point on Westerly right-of-way line of N Olive Avenue as now established; thence continuing on said westerly right-of-way line, Southerly along a curve to the right having an initial tangent bearing of South 19°00'38" West with a radius of 970.00 feet, a central angle of 04°12'14" and an arc distance of 71.17 feet; thence South 23°12'52" West on said Westerly right-of-way line, 215.09 feet to the Point of Beginning. Containing 324,573 square feet or 7.45 acres, more or less.

Containing 539,692 square feet or 12.39 acres, more or less.

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

**EXHIBIT B**  
**TO**  
**NINTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION**  
**OF THE STALEY HILLS HOME OWNERS ASSOCIATION**

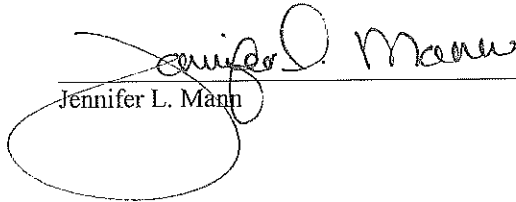
**Description of Lots and Tracts Contained in Staley Hills Ninth Plat**

Lots 1 through and including 18, and Tracts A, B, C and D, STALEY HILLS – NINTH PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**CERTIFICATE  
OF  
SECRETARY  
OF  
THE STALEY HILLS HOME OWNERS ASSOCIATION**

I, Jennifer L. Mann, hereby certify that I am the duly elected and qualified Secretary of the Staley Hills 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 Staley Hills, dated June 16, 2005 (the "Declaration"), is the sole Class B Member of The Staley Hills Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 18 day of July, 2019.

  
\_\_\_\_\_  
Jennifer L. Mann