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AUG 16 2002

STATE OF MO.  
CLAY COUNTY  
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BOOK# 3725 PAGE# 933  
ROBERT T. SEVIER  
RECORDER OF DEEDS

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Second Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Benson Place  
Document Date: August 13, 2002  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: N/A  
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161  
Legal Description: See Exhibit A attached  
Reference Book and Page: Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Benson Place, Document No. R24799, Book 3699, Page 69

SECOND SUPPLEMENT  
TO  
DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
BENSON PLACE

THIS SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE (this "Supplemental Declaration") is made and executed as of August 13, 2002, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On June 6, 2002, the Developer executed that certain subdivision plat entitled "BENSON PLACE - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration, defined below), and platting the same into certain Lots, Tracts, Common Areas, Restricted Common Areas, 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 "Benson Place Property"), which First Plat was approved on July 2, 2002, by the City Council of the City of Kansas City, Missouri, and was recorded on July 24, 2002, in Cabinet F, at Sleeve 27, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Benson Place, dated May 15, 2002, which was recorded on July 24, 2002, under Document No. R24799, in Book 3699, at Page 69, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, as amended and supplemented by the First

Supplement thereto dated 8-12-02, 2002, which was recorded on 8-16-02, 2002, under Document No. 229197, in Book \_\_\_\_\_, at Page \_\_\_\_\_, in said Recorder of Deeds Office (pursuant to which the "First Expansion Property" as identified therein was subjected to the Declaration) [collectively, the "**Declaration**"], pursuant to which the Developer subjected the Property and the First Expansion Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. The Developer presently owns all of the Lots of the First Plat containing the "Restricted Areas" described below.

D. The Developer desires to impose certain landscaping and fencing restrictions on certain Lots of the First Plat as set forth therein.

E. Pursuant to Section 16.2 of the Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

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

1. **Landscaping Reservations, Rights, Easements and Restrictions Applicable to Portions of Certain Lots.** Those portions of those certain Lots of the First Plat legally described and identified on **EXHIBIT A** attached to this Supplemental Declaration (the "**Restricted Areas**") are hereby subjected to the following:

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

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

2. **Fencing Restriction.** The Owners of the Lots which contain the Restricted Areas shall not at any time install, erect or construct on or in any part of such Lots (whether or not in the Restricted Areas) 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.

3. **Ratification of Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, as previously supplement and 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, 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 Benson Place Property or any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

All signatures must be in black ink.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By:

*Ora 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 )  
                                  ) SS.  
COUNTY OF CLAY )

On this 13<sup>th</sup> day of August, 2002, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Second Supplement to Declaration of Homes Association and 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.

{Notary Seal}

*Donna K. Willis*  
Signature of Notary Public in and for said County and State  
DONNA K WILLIS  
NOTARY PUBLIC STATE OF MISSOURI  
CLAY COUNTY  
MY COMMISSION EXP. NOV. 1, 2005

Typed or Printed Name of Notary Public

My Commission expires:

11/1/05

EXHIBIT A  
TO  
SECOND SUPPLEMENT  
TO  
DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
BENSON PLACE

Description of Restricted Areas

(See Paragraphs 1 and 2 on Landscaping and Fencing Restrictions)

The east fifteen (15) feet of each of Lots 1, 22, 23 and 44, BENSON PLACE – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri.