

STATE OF MO.  
CLAY COUNTY  
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BOOK# 4782 PAGE# 789  
ROBERT T. SEVIER  
RECORDER OF DEEDS

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Title of Document: NINTH SUPPLEMENT TO DECLARATION OF HOMES  
ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS

Date of Document: JULY 19, 2004

Grantor(s): HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

Grantee(s): THE PUBLIC

Grantee(s) Mailing Address: 414 E 12TH STREET, 25TH FLOOR,  
KANSAS CITY, MO. 64106

Legal Description:

SEE ATTACHED LEGAL DESCRIPTION ON PAGE 6

Reference Book and Page(s): NA

STEWART TITLE 09010741

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

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Ninth Supplement to Declaration of Homes Association and Covenants, Conditions,  
Restrictions and Easements of Benson Place  
Document Date: July 19, 2004  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: N/A  
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161  
Legal Descriptions: See Exhibit B 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

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

THIS NINTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE (this "Supplemental Declaration") is made and executed as of July 19, 2004, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri Corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. 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, under Document No. R24798, 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 those Supplemental Declarations identified on Exhibit A attached hereto (collectively, the "Declaration"), pursuant to which Declaration the Developer subjected the Benson Place Property, as expanded by the Supplemental Declarations identified on Exhibit A to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

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

STEWART TITLE 04010741

D. Pursuant to Section 13.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

E. On Sept 9, 2004, the Developer executed that certain subdivision plat entitled "BENSON PLACE, WOODCHASE - FIRST PLAT" (the "Woodchase First Plat"), covering the real property formerly legally described as shown therein and on EXHIBIT B attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon, if any (the "Seventh Expansion Property"), which Woodchase First Plat was approved on Aug 19, 2004, by the City Council of the City, and was recorded on October 7, 2004, under Document No. 598222, in Cabinet 7, at Sleeve 149, in said Recorder of Deeds' Office.

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

G. The Developer desires to exercise its right to expand the Property to include the additional Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Seventh Expansion Property and to subject the Seventh Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

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

1. Exercise of Right to Expand. The Developer hereby exercises its unilateral right to expand the Property to include the additional Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Seventh Expansion Property.

2. Expansion Effective Upon Recording. The expansion set forth above, shall be effective immediately upon filing the Woodchase First Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Recording of Woodchase First Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the 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 Woodchase First 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 the Plat described in the Declaration, all subsequent Plats and in the Woodchase 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, Tracts, Common Areas and Restricted Common Areas. The new Lots, Tracts, Common Areas or Restricted 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 Woodchase First Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. Landscaping Reservations, Rights, Easements and Restrictions Applicable to Portions of Certain Lots. The west fifteen (15) feet of Lot 39 and the east fifteen (15) feet of Lot 40 of the Woodchase First Plat (the "Restricted Areas") are hereby subjected to the following:

(a) The Developer, for itself and the Association, reserves and retains an exclusive perpetual easement over, along, across, through and under the Restricted Areas for the installation, location, erection, placement, construction, reconstruction, replacement, maintenance, operation and repair of landscaping and landscape features of any and all kinds including, without limitation, sod or seeding with grass, herbaceous plantings, planting of trees and shrubs of any and all kinds,

sculptures or art works and fencing of any kind (i.e. split rail, white farm, wrought iron or otherwise) [collectively, the "Landscape Features"].

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

6. Fencing Prohibition. The Owners of the above-described 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.

7. Fencing Restriction on Certain Lots. Lots 37, 38, 41, 42, 43, 44, and 45 of the Seventh Expansion Property (i.e. the Woodchase First Plat) are hereby further subjected to the following:

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

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

8. Amendment of Section 10.5. Subsection 10.5(c) of the Declaration, as it pertains to all Residences constructed on the Lots within the Seventh Expansion Property covered by Woodchase First Plat, are hereby amended to read as follows:

*"10.5 General Construction Standards.*

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(c) *The finished floor area of each Residence constructed on a Lot within the Seventh Expansion Property (i.e. within BENSON PLACE – WOODCHASE – FIRST PLAT) shall be at least (i) 1,600 square feet for one-story Residences; (ii) 1,800 square feet for split level Residences; (iii) 1,200 square feet of finished first floor area and 1,800 square feet of total finished floor area for one and one-half story Residences and (iv) 900 square feet of finished first floor area and 1,800 square feet of total finished floor area for two-story Residences. For purposes of calculating the foregoing minimums, the area of basements, attics, porches, attached garages and any portion of a Residence that is not enclosed and finished for all year occupancy, shall not be included; provided, however, the Review Committee may allow finished living areas in walk-out basements to be included in computing the total finished floor area. The Review Committee may, in its sole discretion, require greater square footage for any Residence as a condition of approval of any Proposed Construction.*

9. Association's Maintenance of Detention Tract. Pursuant to the Benson Place Detention Plat referred to in the Seventh Supplement identified on EXHIBIT A attached hereto, a Detention Tract was conveyed to the Association. Such Detention Tract also serves the Seventh Expansion Property. The Association previously entered into that certain Covenant to Maintain Storm Water Detention Facility – Benson Place Detention Plat (the "Covenant") with the City pursuant to which the Association agreed to and shall maintain, repair and replace, when and as necessary, the storm water detention facilities to be constructed thereon by the Developer in accordance with the provisions of such

Covenant. The 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.

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

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

All signatures must be in black ink!

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By:

*Ora H. Reynolds*

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

ATTEST:

By:

*Donald K. Hagan*

Donald K. Hagan, Secretary

**ACKNOWLEDGMENT**

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

On this 19<sup>th</sup> day of July, 2004, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

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

My Commission Expires November 1, 2005

My Commission expires:

11/1/05

*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

### Previous Supplements to Declaration

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EXHIBIT B  
TO  
NINTH SUPPLEMENT TO  
DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF BENSON PLACE

Legal Description of Seventh Expansion Property: Lots 1 through and including 45, BENSON PLACE, WOODCHASE – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Legal Description of Seventh Expansion Property Prior to Platting:

A subdivision of land in the Southeast Quarter and the Northeast Quarter of Section 34, Township 52, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows:

Beginning at the Northeast corner of said Southeast Quarter; thence South 0°31'26" West, along the East line of said Southeast Quarter, 518.42 feet; thence North 90°00'00" West, 110.86 feet; thence Westerly on a curve to the right, tangent to the last described course, having a radius of 525.00 feet, a central angle of 12°46'10", an arc distance of 117.01 feet; thence Westerly on a curve to the left, having a common tangent with the last described course, a radius of 1975.00 feet, a central angle of 09°55'39", an arc distance of 342.21 feet; thence South 02°50'31" West, 138.84 feet; thence North 87°43'06" West, 260.17 feet; thence South 07°37'44" West, 207.65 feet; thence Southerly on a curve to the right, tangent to the last described course, having a radius of 2035.00 feet, a central angle of 01°19'32", an arc distance of 47.08 feet to a point on the Northerly line of BENSON PLACE TOWNHOMES – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 81°02'43" West, along said Northerly line, 60.00 feet; thence Northerly on a curve to the left, having an initial tangent bearing of North 08°57'17" East, a radius of 1975.00 feet, a central angle of 01°19'32", an arc distance of 45.69 feet; thence North 07°37'44" East, 203.26 feet; thence North 72°18'42" West, 199.67 feet; thence North 52°32'49" West, 193.07 feet; thence North 39°06'46" West, 150.21 feet; thence North 50°53'20" East, 130.00 feet; thence North 39°06'40" West, 71.70 feet; thence North 50°53'20" East, 50.00 feet; thence North 49°14'17" East, 170.36 feet; thence North 66°01'56" East, 178.23 feet; thence North 79°22'35" East, 134.12 feet; thence South 88°10'38" East, 133.94 feet; thence South 86°35'47" East, 219.70 feet; thence South 01°19'47" West, 42.27 feet; thence South 89°43'48" East, 183.00 feet; thence Southerly on a curve to the left, having an initial tangent bearing of South 0°16'12" West, a radius of 1975.00 feet, a central angle of 0°36'24", an arc distance of 20.91 feet; thence North 89°39'48" East, 167.20 feet; thence South 85°57'25" East, 115.22 feet to the Point of Beginning. Containing 16.46 acres, more or less.

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

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Benson Place – Woodchase – 1<sup>st</sup> Plat