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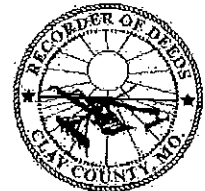
Instr #: 2015020940

Book: 7524 Page: 152

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Pages: 6

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Kalee Porter
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Twenty-First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Benson Place

Document Date: July 14, 2014

Grantor Names: Hunt Midwest Real Estate Development, Inc.

Grantee Names: Hunt Midwest Real Estate Development, Inc.

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

TWENTY-FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE

THIS TWENTY-FIRST 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 14, 2014, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. 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 the Sixteenth Supplemental Declaration, the Developer subjected the real property in the **BENSON PLACE – PATIO HOMES – SECOND PLAT** (the "Patio Homes 2nd Plat") to all the terms and conditions of the Declaration.

D. The Developer previously sold to Robl Construction, Inc., a Kansas corporation, and Robl subsequently has sold, transferred and conveyed a portion of Lot A of the Patio Homes 2nd Plat (as described on Exhibit

B attached and in Recital E below as the "Replat Property") to LG Homes, Inc., a Missouri corporation (the "Owner"), upon and with the understanding and agreement with the Developer that Developer would permit Owner to replat the Replat Property to convert it from Attached Patio Home use to use for Single Family Residences providing certain fencing restrictions were imposed on the Replat Property. Developer is making this Supplemental Declaration and Owner is consenting hereto in order to evidence such agreement and understanding of record.

E. On August 1, 2014, the Owner executed that certain subdivision plat entitled "FINAL PLAT OF BENSON PLACE REPLAT," a replat of part of Lot A of the Patio Homes 2nd Plat (the "Replat"), covering the real property formerly legally described as shown therein and on **EXHIBIT B** attached to this Supplemental Declaration, and replatting the same into the Lots shown and marked thereon (the "Replat Property"), which Replat was approved on July 10, 2014, by the City Council of the City, and was recorded on June 29, 2015 under Document No. 2015 020937, in Cabinet H, at Sleeve 132, in said Recorder of Deeds' Office.

F. Pursuant to Section 16.2 of the Declaration, the Developer has the sole right to amend, alter or modify the Declaration prior to the Turnover Date which has not yet occurred and Developer desires to do so as set forth below.

G. 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. **Use of Replat Property.** The Declaration is amended and modified to convert the use of the Replat Property from Attached Patio Homes to Single Family Residences. Hereafter, all Lots within the Replat Property shall be used only for the construction of Single Family Residences thereon and such Lots shall be subject to all terms, provisions, conditions and restrictions of the Declaration applicable to Single Family Residences including those Assessments pertaining to Single Family Residences.

2. **Fencing Restrictions on Lots.** No fences shall be permitted on any Lot within the Replat Property (i.e., Lots 1 through and including 13) without the prior approval of the Review Committee and no fences will be permitted on Lots 10, 11, 12 or 13. All fences on Lots 1 through and including 9 will be constructed of wrought iron (or aluminum or steel simulations thereof as approved in advance by the Review Committee in its sole discretion). The specifications of the fence for the Lots are:

- Montage Majestic residential fence panels by Ameristar, or equal
- 4' High - 3 Rail Steel Fence
- 1 1/4" x 3/4" horizontal channels
- 5/8" x 5/8" pickets
- 2" x 2" wall post with mounting brackets for fence.

The construction methods and location of all fences 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, including the Replat. 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.

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, 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 Replat Property and any Lots otherwise subject to the terms hereof. The Owner confirms such ratification by the execution of its Consent attached to and which is a part of this Supplemental Declaration.

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

DEVELOPER:

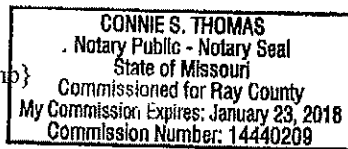
HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

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

On this 14th day of July, 2014, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

{Notary Stamp}



Connie S Thomas
Signature of Notary Public

Connie S Thomas
Typed or Printed Name of Notary

My Commission expires:

1-23-18

CONSENT OF OWNER

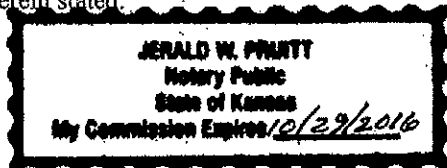
LG Homes, Inc., a Missouri corporation, the owner of the Replat Property identified and described in the foregoing Supplemental Declaration, consents to the execution, delivery and recordation of the Supplemental Declaration and agrees that it is and shall be binding upon it, its successors, transferees and assigns and all other persons at any time having any right, title or interest in all or any portion of the Replat Property or any Lots within it.

LG HOMES, INC.

By: Larry Grego
Printed Name: Larry Grego
Title: President

KANSAS
STATE OF ~~MISSOURI~~)
COUNTY OF JOHNSON) SS.

On this 21st day of July, 2014, before me, the undersigned Notary Public in and for said County and State, personally appeared Larry Grego, who, being by me first duly sworn, did say that he/she is the President of LG Homes, Inc., a Missouri corporation, that he/she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he/she acknowledged that he/she so executed the same as the free act and deed of said corporation for the purposes therein stated.



{Notary Stamp}

Jerald W. Pruitt
Signature of Notary Public

Jerald W. Pruitt
Typed or Printed Name of Notary

My Commission expires:

Oct. 29, 2014

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
08-12-02/08-16-02	Doc #R29197/Book 3725, Page 928	First	Benson Place -- Townhomes -- 1 st Plat (1 st Expansion Property)
08-13-02/08-16-02	Doc #R29198/Book 3725, Page 933	First	Benson Place -- 1 st Plat (Landscaping and Fencing)
09-23-02/09-23-02	Doc #R36640/Book 3780, Page 238	Third	Benson Place -- Sign Monumentation Easements
09-24-02/10-04-02	Doc #R39449/Book 3799, Page 120	Fourth	Benson Place -- Patio Homes -- 1 st Plat (2 nd Expansion Property)
04-25-03/07-25-03	Doc #S09742/Book 4246, Page 281	Fifth	Benson Place -- 2 nd Plat (3 rd Expansion Property)
04-25-03/08-25-03	Doc #S18375/Book 4301, Page 819	Sixth	Benson Place -- Townhomes -- 2 nd Plat (4 th Expansion Property)
04-08-04/07-22-04	Doc. #S83939/Book 4696, Page 904	Seventh	Benson Place -- 3 rd Plat (5 th Expansion Property) and Detention Plat
05-06-04/07-22-04	Doc. #S83944/Book 4696, Page 927	Eighth	Benson Place -- Townhomes 3 rd Plat (6 th Expansion Property)
07-1904/10-07-04	Doc. #S98223/Book 4782, Page 789	Ninth	Benson Place -- Fieldstone -- 1 st Plat (7 th Expansion Property)
10-01-04/01-26-05	Doc. #2005003637/Book 4889, Page 99	Twelfth	Benson Place -- Single Family -- 4 th Plat (8 th Expansion Property)
02-17-05/05-06-05	Doc. #2005020572/Book 4992, Page 94	Eleventh	Benson Place -- Replat -- Lots 27 and 44
08-01-05/09-22-05	Doc. #2005046131/Book 5150, Page 4	Twelfth	Benson Place -- 5 th Plat (9 th Expansion Property)
08-01-05/10-07-05	Doc. #2005049075/Book 5168, Page 121	Thirteenth	Benson Place -- Woodchase -- 2 nd Plat (10 th Expansion Property)
04-12-06/07-19-06	Doc. #2006030908/Book 5436, Page 130	Fourteenth	Benson Place -- Woodchase -- 3 rd Plat (11 th Expansion Property)
04-27-06/07-31-06	Doc. #2006033128/Book 5449, Page 102	Fifteenth	Benson Place Fieldstone -- 1 st Plat (12 th Expansion Property)
10-26-06/10-26-06	Doc #2006047419/Book 5535, Page 34	Sixteenth	Benson Place -- Patio Homes -- 2 nd Plat (13 th Expansion Property)
07-12-11/11-21-11	Doc. #2011037828/Book 6727, Page 14	Seventeenth	Benson Place -- Fieldstone -- 2 nd Plat (14 th Expansion Property)
06-05-12/09-06-12	Doc. #2012035094/Book 6921, Page 98	Eighteenth	Benson Place -- Fieldstone -- 3 rd Plat (15 th Expansion Property)
06-11-13/12-10-13	Doc. #2013045608/Book 7230, Page 36	Nineteenth	Benson Place -- Fieldstone -- 4 th Plat (16 th Expansion Property)
/	Doc. # /Book , Page	Twentieth	Benson Place -- Fieldstone -- 5 th Plat (17 th Expansion Property)

**EXHIBIT B
TO
TWENTY-FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE**

Legal Description of Replat Property:

Lots 1 through and including 13, FINAL PLAT OF BENSON PLACE REPLAT, a replat of part of Lot A, BENSON PLACE PATIO HOMES - SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded final plat thereof.

Legal Description of Replat Property Prior to Replatting:

That part of Lot A, BENSON PLACE PATIO HOMES - SECOND PLAT, a subdivision in the City of Kansas City, Clay County, Missouri, described in the Corporation Warranty Deed filed October 18, 2013 as Instrument Number 2013040107 in Book 7203 at Page 139, being more particularly described as follows:

Beginning at the Southwest corner of said Lot A; Thence North 17 degrees, 08 minutes, 04 seconds West, along the West line of said Lot A, 440.00 feet to the Southwest corner of Tract A-6 as described in the above referenced Corporation Warranty Deed; Thence North 81 degrees, 21 minutes, 05 seconds East along the South line of Lot 3B as described in the above referenced Corporation Warranty Deed, and said Tract A-6, 195.70 feet to the Southeast corner of said Tract A-6; Thence Southeasterly along the right-of-way line of North Smalley Avenue, on a curve to the left with a radius of 325.00 feet and an initial tangent bearing of South 8 degrees, 38 minutes, 55 seconds East, an arc distance of 48.13 feet; Thence continuing along said right-of-way line, South 17 degrees, 08 minutes, 04 seconds East, 270.74 feet; Thence continuing along said right-of-way line, on a curve to the left with a radius of 50.00 feet and tangent to the last described course, an arc distance of 101.22 feet; Thence continuing along said right-of-way line, on a curve to the right with a radius of 39.00 feet and tangent to the last described course, 43.57 feet; Thence North 17 degrees, 08 minutes, 04 seconds West along said right-of-way line, 112.24 feet to the Southwest corner of the property described as Tract A-5 in the above referenced Corporation Warranty Deed; Thence North 72 degrees, 51 minutes, 56 seconds East along the South line of Lot 12A as described in the above referenced Corporation Warranty Deed, and said Tract A-5, 155.70 feet to the Southeast corner of said Tract A-5; Thence South 32 degrees, 12 minutes, 11 seconds East along the East line of said Lot A, 247.98 feet to the Southwest corner of Tract 4, said BENSON PLACE PATIO HOMES - SECOND PLAT; Thence South 12 degrees, 47 minutes, 49 seconds West along the East line of said Lot A, 190.73 feet to the Southeast corner of said Lot A; Thence North 88 degrees, 55 minutes, 31 seconds West along the South line of said Lot A, 384.25 feet to the Point of Beginning. Containing 3.672 acres, more or less.