



(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title:	Twenty-Fourth Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Benson Place
Document Date:	<u>August 22</u> , 2016
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-FOURTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE

THIS TWENTY-FOURTH 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 22, 2016, 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 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").

D. On _____, 2016, the Developer executed that certain subdivision plat entitled "BENSON PLACE VILLAGE – FIRST PLAT" (the "Villas 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 "Nineteenth Expansion Property"), which Villas First Plat was approved on _____, 2016, by the City Council of the City, and was recorded on _____, 2016, under Document No. 2016 _____, in Cabinet _____, at Sleeve _____, in said Recorder of Deeds' Office.

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

F. 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 Nineteenth Expansion Property and to subject the Nineteenth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

G. Pursuant to Section 16.2 of the Declaration, the Developer retained the right at any time prior to the Turnover Date (which has not yet occurred) to amend, alter or modify the Declaration. The Developer desires to do so in connection with the "Villas" and "Villa Lots" which are added to the Property as set forth below.

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 (i.e., Villa Lots as described below), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Nineteenth 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, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the Nineteenth 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 Nineteenth 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 the Villa Lots in 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, Tracts, Common Areas and Restricted Common Areas.** The new Villa Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Nineteenth 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 Article 1.1.** Article 1.1 of ARTICLE 1 of the Declaration is amended to read as follows:

"1.1 "Annual Assessment", "Annual Attached Patio Home Assessment", "Annual Attached Townhome Assessment" and "Annual Villa Assessment" have the meanings set forth in Articles 6.2, 6.3, 6.4 and 6.19 hereof, respectively."

7. **Amendment of Article 1.3.** Article 1.3 of ARTICLE 1 of the Declaration is amended to read as follows:

“1.3 “Assessments” means the Annual Single Family Residence, Annual Attached Patio Home, Annual Attached Townhome, Annual Villa, Special, Special Attached Patio Home, Special Attached Townhome, Special Villa and Default Assessments levied pursuant to Article 6 hereof.”

8. **Amendment of Article 1.17.** Article 1.17 of ARTICLE 1 of the Declaration is amended to also exclude from the definition of “Common Expenses” any “Villa Common Expenses” as defined below.

9. **Amendment of Article 1.24.** Article 1.24 of ARTICLE 1 of the Declaration is amended to read as follows:

“1.24 “Lot” means a building lot that is created either by a plat with respect to a Single Family Residence or Villa or, with respect to an Attached Patio Home or an Attached Townhome, by the Developer (or a builder or other person to whom the Developer sells such Attached Patio Home or Attached Townhome building Lot), by replat, minor subdivision lot split certificate of survey or otherwise, together with all appurtenances and Improvements now, or in the future, on such Lot, including a Single Family Residence, for a single family home building Lot, a Villa for a Villa Lot, an Attached Patio Home for an Attached Patio Home building Lot, and an Attached Townhome, for an Attached Townhome building Lot.”

10. **Amendment of Article 1.30.** Article 1.30 of ARTICLE 1 of the Declaration is amended to read as follows:

“1.30 “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 Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots and Villa Lots) then within the Property, as it may be expanded.”

11. **Amendment of Article 1.36.** Article 1.36 of ARTICLE 1 of the Declaration is amended to read as follows:

“1.36 “Single Family Residence” means a single-family dwelling (other than an Attached Patio Home, an Attached Townhome or 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.”

12. **Amendment of Article 1.38.** Article 1.38 of ARTICLE 1 of the Declaration is amended to read as follows:

“1.38 “Special Assessment”, “Special Attached Patio Home Assessment”, “Special Attached Townhome Assessment” and “Special Villa Assessment” have the meanings set forth in Articles 6.5, 6.6, 6.7 and 6.19 hereof, respectively.”

13. **Amendment of Article 1.43.** Article 1.43 of ARTICLE 1 of the Declaration is amended to read as follows:

“1.43 “Turnover Date” means the earlier of: (i) the date as of which only four (4) of the Lots (either Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots, Villa Lots or any combination thereof) in the Subdivision (as then composed or as contemplated to be expanded by the Developer) remain owned by and not sold by the Developer with no Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas constructed thereon; or (ii) the date the Developer, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration.”

14. **New Articles 1.45 through 1.48.** ARTICLE 1 of the Declaration is amended by adding the following new Articles 1.45 through 1.48:

1.45 “Villa” means a dwelling constructed on any one (1) Villa Lot and having bedrooms on the first or main story level.

1.46 “Villa Lot” has the meaning set forth in Article 1.24 above.

1.47 “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 18 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.

1.48 “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.”

15. **Amendment of Article 3.2.** Article 3.2 of ARTICLE 3 of the Declaration is amended to read as follows:

“3.2 Classes of Members. Members shall be either Class A Members, Class B Members, Class C Members, Class D Members or Class E Members. Class A Members shall be all Owners of Single Family Residences except the Developer during the period of its Class D Membership. Class B Members shall be all Owners of Attached Patio Homes except the Developer during the period of its Class D Membership. Class C Members shall be all Owners of Attached Townhomes except the Developer during the period of its Class D Membership. Class D Members shall be the Developer and all Successor Developers, if any, who own any Lot for the purpose of development and sale. Class E Members shall be all Owners of Villas except the Developer during the period of its Class D Membership. All Class D Memberships shall terminate and automatically be converted to Class A, Class B, Class C or Class E Memberships, as applicable, upon the Turnover Date. Upon termination of the Class D 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, Class B, Class C or Class E Members, as applicable, for each Single Family Residence Lot, Attached Patio Home Lot, Attached Townhome Lot and Villa Lot it (or they) then owns, respectively.”

16. **Amendment of Article 3.4.** Article 3.4 of ARTICLE 3 of the 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, Class B Members, Class C Members and Class E Members each shall have one (1) vote for each Lot owned and Class D Members shall have thirty-five (35) votes for each Lot 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 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 (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.”

17. **Amendment of Article 4.1(q) and (r).** Articles 4.1(q) and (r) of ARTICLE 4 of the Declaration are amended to read as follows:

“(q) Suspend the voting rights of any Class A Member, Class B Member, Class C Member or Class E Member 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;

(r) Fine any Class A Member, Class B Member, Class C Member or Class E Member for infraction of any of the provisions of this Declaration or any published rules or regulations in amounts as may be determined and changed from time to time by the Board of Directors;”

18. **Amendment of Article 4.3.** Article 4.3 of ARTICLE 4 of the Declaration is amended to read as follows:

“**4.3 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 Articles 4.1, 4.2 and 4.7 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority except for Articles 4.2 (a), (b) and (c) and 4.7 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.”

19. **New Article 4.7.** ARTICLE 4 of the Declaration is amended by adding the following new Article 4.7:

“**4.7 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 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 18 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.”

20. **Amendment of Articles 6.1 and 6.2.** Articles 6.1 and 6.2 of ARTICLE 6 of the Declaration are amended to read as follows:

“6.1 Obligation; Purpose.”

(a) The Association may assess against Class A Members, Class B Members, Class C Members and Class E Members owning Lots (and each such Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome 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 Attached Patio Home Lots (and each Owner of an Attached Patio Home Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Attached Patio Home Assessments and Special Attached Patio Home Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(c) The Association may assess against all Attached Townhome Lots (and each Owner of an Attached Townhome Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Attached Townhome Assessments and Special Attached Townhome Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(d) 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.

(e) 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, an Attached Patio Home Lot or an Attached Townhome Lot in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (ii) “**Annual Attached Patio Home Assessments**” are Assessments imposed and levied by the Board of Directors against each Attached Patio Home Owner in accordance with such Attached Patio Home Owner's Proportionate Share which are necessary to meet the Attached Patio Home Common Expenses, (iii) “**Annual Attached Townhome Assessments**” are Assessments imposed and levied by the Board of Directors against each Attached Townhome Owner in accordance with such Attached Townhome Owner's Proportionate Share which are necessary to meet the Attached Townhome Common Expenses, (iv) “**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, (v) “**Special Assessments**” are Assessments against all Owners for capital improvements to the Common Area and other purposes as stated in Article 6.5 of this Declaration, (vi) “**Special Attached Townhome Assessments**” are Assessments against Attached Townhome Owners for capital improvements to the Restricted Common Areas and the Attached Townhomes and other purposes as stated in Article 6.7 of this Declaration, (vii) “**Special Attached Patio Home Assessments**” are Assessments against Attached Patio Home Owners for capital improvements to the Restricted Common Areas and the Attached Patio Homes and other purposes as stated in Article 6.6 of this Declaration, (viii) “**Special Villa Assessments**” are Assessments against Villa Owners for the services provided to the Villas and other purposes as stated in Article 6.20 of this Declaration, and (ix) “**Default Assessments**” are Assessments assessed against a Lot (either a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome 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.

(f) The Assessments shall be used for the benefit of the Owners and occupants of the Subdivision as set forth herein.

(g) 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 D Members.

(h) 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.

6.2. Annual Assessments Payable by All Owners. 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 Assessments payable by all Owners based upon the estimated Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Assessment for a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot shall be made on the closing date for the purchase of such Lot by an Owner other than the original or initial builder. The Annual Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable on January 31st of each year. If the Board of Directors fails to timely make any Annual Assessments for any fiscal year, the amount of such Annual Assessments for the year shall automatically be the same as the Annual Assessments for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessments for the immediately preceding year without the approval of a majority of the Class A Members, Class B Members, Class C Members and Class E Members present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessments for the immediately preceding year without the approval of sixty-six and two-thirds percent (66⅔%) of the Class A Members, Class B Members, Class C Members and Class E 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. The Annual Assessments are payable by all Owners.”

21. **Amendment of Articles 6.9(a), 6.10 and 6.11.** Articles 6.9(a), 6.10 and 6.11 of ARTICLE 6 of the Declaration are amended to read as follows:

“6.9 Working Capital Fund Contributions. Working Capital Fund Contributions shall be made as follows:

(a) The Developer shall require the first Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot (other than the Developer or the original or initial builder) 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 (¼) 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.

6.10 Fines. 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) for each month in which any infraction of any of the provisions of this Declaration, the Articles, Bylaws or any rules or regulations promulgated by the Board is committed by any Owner of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa

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 Owners, endanger occupants, cause a nuisance to Owners or their tenants or interfere with the quiet enjoyment of their Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas, the Common Area or the Restricted Common Areas 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. Owners shall be responsible for the acts and omissions of tenants, guests or visitors who create such violations or infractions.

6.11 Effect of Nonpayment; Liens. Any Annual Assessment, Annual Attached Patio Home Assessment, Annual Attached Townhome Assessment, Annual Villa Assessment, Special Assessment, Special Attached Patio Home Assessment, Special Attached Townhome Assessment, Special Villa Assessment or Default Assessment or any Fine (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 not exceeding five percent (5%) of the Delinquency;
- (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 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, the Attached Patio Home, the Attached Townhome 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 Article 6.13.** The last sentence of Article 6.13 of ARTICLE 6 of the 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 Attached Patio Homes as an Attached Patio Home Common Expense, or to all Attached Townhome Lots as an Attached Townhome Common Expense or to all Villa Lots as a Villa Common Expense, as applicable."

23. **Amendment of Article 6.18.** Article 6.18 of ARTICLE 6 of the Declaration is amended to read as follows:

"6.18 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 Attached Patio Home Assessments, the Annual Attached Townhome Assessments, the Annual Villa Assessments, the Special Assessments, the Special Attached Patio Home Assessments, the Special Attached Townhome Assessments and the Villa Special Assessments) and the Working Capital Fund Contributions (including the Working Capital Fund Contributions, the Attached Patio Home Working Capital Fund Contributions and the Attached Townhome Working Capital Fund Contributions) are not sufficient for the Association to pay all Common Expenses and/or all Attached Patio Home Common Expenses and/or all Attached Townhome Common Expenses and/or all Villa 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."

24. **New Articles 6.19 and 6.20.** ARTICLE 6 of the Declaration is amended by adding the following new Articles 6.19 and 6.20:

"6.19 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 1st 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 E 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 E 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 Article 6.2 hereof.

6.20 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 Declaration or otherwise imposed upon the Association. In imposing any Special Villa Assessment, the Board of Directors shall specifically refer to this Article 6.20. 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 Article 6.20 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 Declaration. Special Villa Assessments are payable only by the Owners of Villas and are in addition to the payment of Special Assessments under Article 6.5 hereof.”

25. **Amendment of Article 7.6.** Article 7.6 of ARTICLE 7 of the Declaration is amended to read as follows:

“7.6 Decision Not to Rebuild or Replace. Prior to the Turnover Date, if the Developer decides, and after the Turnover Date, if Owners representing at least sixty-six and two-thirds percent (66⅔%) of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration agree by vote at a meeting or in writing, not to repair or replace any part of the Common Area or the Restricted Common Areas damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area or the Restricted Common Areas, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area or the Restricted Common Areas by the Association in a neat and attractive condition. Prior to the Turnover Date, the Developer and, after the Turnover Date, Owners representing at least sixty-six and two-thirds percent (66⅔%) of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration may elect not to restore or replace any improvements comprising a part of the Common Area or the Restricted Commons Areas 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 to the Owners in accordance with each Owner’s Proportionate Share. Notwithstanding the foregoing, the Developer and the Owners may not agree, vote or elect not to repair, reconstruct or restore any storm water detention facilities without first obtaining the written consent of the City and taking adequate alternative storm water drainage control measures.”

26. New ARTICLE 8A. The Declaration is amended by adding the following new ARTICLE 8A:

**“ARTICLE 8A
VILLA MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION**

**[THIS ARTICLE 8A APPLIES ONLY TO VILLAS AND NOT TO ATTACHED PATIO
HOMES, ATTACHED TOWNHOMES OR SINGLE FAMILY RESIDENCES.]**

8A.1 General. In addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this 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 such services. The Association has the right to determine the scope and timing of such services.

8A.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. 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 reseeded 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.

8A.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 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.

8A.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.

8A.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."

27. **Amendment of Articles 10.1, 10.2, 10.3, 10.4 and 10.5.** Articles 10.1, 10.2, 10.3, 10.4 and 10.5 of ARTICLE 10 of the Declaration are amended so that any reference to an Attached Patio Home shall also refer to a Villa and a reference to an Attached Patio Home Lot shall also refer to a Villa Lot.

28. **New Article 10.7.** ARTICLE 10 of the Declaration is amended by adding the following new Article 10.7:

"10.7 Construction Standards Applicable to Villas. In addition to compliance with any applicable standards set forth in Article 10.5 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. 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 Restricted Common Areas 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.

(k) In the event of any conflict between the provisions of this Article 10.7 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.7 shall control."

In its sole and absolute discretion, the Review Committee may approve exceptions to and variations from any of the foregoing construction standards.

29. **Amendment of Articles 11.1 Through and Including 11.24.** Articles 11.1 through and including 11.24 of ARTICLE 11 of the Declaration are amended so that any reference to an Attached Patio Home shall also refer to a Villa and a reference to an Attached Patio Home Lot shall also refer to a Villa Lot except the provisions on fencing in Article 11.4 since no fencing is permitted on Villa Lots.

30. **Amendment of Articles 14.3, 14.6, 14.7, 15.1, 15.3 and 17.1.** Articles 14.3, 14.6, 14.7, 15.1, 15.3 and 17.1 of ARTICLES 14, 15 and 17 of the Declaration are amended to so that any reference to an Attached Patio Home shall also refer to a Villa and a reference to an Attached Patio Home Lot shall also refer to a Villa Lot.

31. **Amendment of Articles 16.2 and 16.3.** Articles 16.2 and 16.3 of ARTICLE 16 of the Declaration are amended to read as follows:

"**16.2 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, Class B, Class C and Class E 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, Class B, Class C and Class E 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, Class B, Class C and Class E 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 Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome 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 Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa Lots in the Subdivision shall be effective only as to those such Lots where the Owners thereof agree to such amendment.

16.3 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 $\frac{2}{3}$ %) of the votes of the Class A, Class B, Class C and Class E 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 Article 16.2 for amendments hereof.”

32. **Private Open Space.** The Association shall use and maintain Tracts A, B, C, D and E of the Villas First Plat as private open space.

33. **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 and 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 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)
) S.S.
COUNTY OF CLAY)

On this 22nd day of August, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, who, being by me first 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 instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

Peggy L. Wells

Signature of Notary Public

Peggy L. Wells

Typed or Printed Name of Notary

My Commission expires:

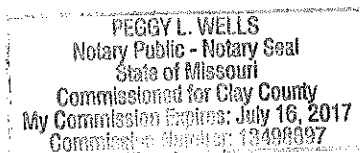


EXHIBIT A
TO
TWENTY-FOURTH SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE

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)
03-28-14/07-30-14	Doc. #2014021880/Book 7341, Page 136	Twentieth	Benson Place – Fieldstone – 5 th Plat (17 th Expansion Property)
07-14-14/06-29-15	Doc. #2015020940/Book 7524, Page 152	Twenty-First	Benson Place – Replat of Lot A, Patio Homes 2 nd Plat
06-30-15/10-06-15	Doc. #2015033978/Book 7588, Page 4	Twenty-Second	Benson Place – Revised Fencing Restrictions
_____-16/_____-16	Doc. #2016_____/Book_____, Page____	Twenty-Third	Benson Place – Fieldstone – 6 th Plat (18 th Expansion Property)

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

Legal Description of Nineteenth Expansion Property:

Lots 1 through and including 33, and Tracts A, B, C, D and E, BENSON PLACE VILLAGE – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Legal Description of Nineteenth Expansion Property Prior to Platting:

A tract of land in the Northwest Quarter of Section 34, Township 52 North, Range 32 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 Northwest Quarter; thence South 89°15'08" East, along the South line of said Northwest Quarter, 48.06 feet to a point on the Easterly right-of-way line of N. Eastern Avenue, as now established, said point being the Point of Beginning of the tract of land to be herein described; thence North 00°17'26" East, along said Easterly right-of-way line, 409.82 feet; thence Northerly, continuing along said Easterly right-of-way line, along a curve to the right, being tangent to the last described course with a radius of 1,054.00 feet, a central angle of 05°05'58" and an arc distance of 93.81 feet to a point hereafter known as Point "A"; thence Easterly, along a curve to the right, being tangent to the last described course with a radius of 15.00 feet, a central angle of 92°19'10" and an arc distance of 24.17 feet; thence South 82°17'26" East, 79.25 feet; thence Easterly, along a curve to the left, being tangent to the last described course with a radius of 525.00 feet, a central angle of 13°29'27" and an arc distance of 123.62 feet; thence North 84°13'07" East, 125.59 feet; thence Easterly, along a curve to the left, being tangent to the last described course with a radius of 425.00 feet, a central angle of 27°49'46" and an arc distance of 206.43 feet; thence South 17°28'29" East, 624.11 feet to a point on said South line; thence North 89°15'08" West, along said South line, 730.39 feet to the Point of Beginning. Containing 339,180 square feet or 7.79 acres, more or less.

Also,

Commencing at said Point "A"; thence North 07°35'47" East, 81.16 feet to a point on said Easterly right-of-way line, said point being the Point of Beginning of the tract of land to be herein described: thence Northerly, along said Easterly right-of-way line, along a curve to the right, having an initial tangent bearing of North 09°48'10" East with a radius of 1,054.00 feet, a central angle of 17°58'47" and an arc distance of 330.75 feet; thence North 27°46'57" East, continuing along said Easterly right-of-way line, 172.00 feet; thence South 65°59'35" East, 62.70 feet; thence North 86°21'30" East, 141.88 feet; thence South 17°28'29" East, 414.88 feet; thence Westerly, along a curve to the right, having an initial tangent bearing of South 54°09'57" West with a radius of 375.00 feet, a central angle of 30°03'09" and an arc distance of 196.69 feet; thence South 84°13'07" West, 125.59 feet; thence Westerly, along a curve to the right, being tangent to the last described course with a radius of 475.00 feet, a central angle of 13°29'27" and an arc distance of 111.84 feet; thence North 82°17'26" West, 79.41 feet; thence Westerly, along a curve to the right, being tangent to the last described course with a radius of 15.00 feet, a central angle of 92°05'36" and an arc distance of 24.11 feet to the Point of Beginning. Containing 177,106 square feet or 4.06 acres, more or less.

The total area of the above described tracts of land containing 516,286 square feet or 11.85 acres, more or less.