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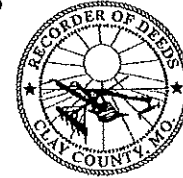
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Book: 7955 Page: 22

Instrument Type: REST

Page Count: 8

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Katee Porter, Recorder

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Document Title: Twenty-Fifth Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Benson Place
Document Date: April 28th 2017
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-FIFTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE

THIS TWENTY-FIFTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BENSON PLACE (this "Supplemental Declaration") is made and executed as of April 28th, 2017, 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, 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 were added to the Property as the Nineteenth

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Benson Place Villas Modifications

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Expansion Property as set forth in the Twenty-Fourth Supplement identified on Exhibit A and legally described on Exhibit B.

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

1. New Article 1.49. ARTICLE 1 of the Declaration is amended by adding the following new Article 1.49:

"1.49 "Initiation Fee" has the meaning set forth in Article 6.21 hereof."

2. Amendment of Article 4.7. Article 4.7 of the Declaration is amended to read as follows:

"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 clearing 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."

3. Amendment of Articles 6.10 and 6.11. Articles 6.10 and 6.11 of ARTICLE 6 of the Declaration are amended to read as follows:

"6.10 Fines; Lien Fees. The Board of Directors may assess and impose a Fine of such amount as the Board of Directors shall determine appropriate from time to time for each day, month or other period chosen by the Board in which any infraction of 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, endangers 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. Additionally, in connection with any Delinquency which constitutes a lien as set forth below, the Board of Directors may assess and impose a separate fee (a "Lien Fee") of such amount as it shall determine appropriate from time to time to cover administrative time and expense, legal fees or costs or any other costs in connection therewith.

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 or Lien Fee (individually, the "Delinquency" and, collectively, the "Delinquencies") that is not paid within thirty (30) days after its due date shall be delinquent. Upon a Delinquency becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

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- (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 (unless withholding any such service would endanger the health, safety or property of any person) and no such cessation of services shall reduce, alter or affect any Assessment due before, during or after any such cessation of services;
- (e) Accelerate all remaining Assessment installments so that unpaid Assessments and other Delinquencies shall be immediately due and payable;
- (f) Bring an action at law against any Owner personally obligated to pay the Delinquency;
- (g) File a statement of lien with respect to the Lot; and
- (h) Proceed with foreclosure of liens for the Delinquency.

A Delinquency shall constitute a lien on the Lot, including the Single Family Residence, 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 or attorney for the Association, or on behalf of the Association by any manager appointed by it, shall set forth (i) the name and address of the Association, (ii) the amount of the Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. Simultaneously with its filing thereof, the Association or its manager shall mail a copy of the certificate of lien to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the certificate of lien and receiving a recorded copy thereof, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri. Each Owner of a Lot by its acceptance of a deed thereto hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Owner shall be liable for the amount of all unpaid Delinquencies, all penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien and, if allowed by law, all reasonable attorneys' fees and expenses incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. All liens for Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquency against persons personally liable for such amount or foreclosure proceedings are instituted. In such cases the lien shall continue until termination of the suit and sale of the Lot upon execution of any judgment obtained or until completion of foreclosure proceedings."

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4. New Article 6.21. ARTICLE 6 of the Declaration is amended by adding the following new Article 6.21:

"6.21 Initiation Fee. An Initiation Fee of \$250.00 shall be payable by each new Lot Owner to the Association, for use as part of the general funds of the Association, upon each sale, conveyance or transfer of ownership of a Lot for value (except for the transfer from the Developer to a builder and the transfer from the builder to the initial occupant/Lot Owner)."

5. Amendment of Article 8A. Article 8A.2 of Article 8A of the Declaration is amended to read as follows:

"8A.2 Lawn and Landscaping Care; Snow Clearing.

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner's Lot without the prior written approval of the Review Committee. Any such other plantings so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the water sprinkler system (which shall be controlled exclusively by the Association). Control boxes for the sprinkler system shall be located on the outside of a Villa. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, the costs to maintain and repair such augmented portion shall be the Owner's responsibility. Any such additional sprinkler system costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include trimming of street trees, replacement or reseeding of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow clearing from the Villa driveways, the front sidewalk, the sidewalk from the front porch to the driveway (but not the front porch, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal or treatment is not included and the Association will not apply salt, sand or chemicals to such surfaces.

(c) No other services shall be provided to Villa Owners."

6. Amendment of Article 10.7(i). Article 10.7(i) of ARTICLE 10 of the Declaration is amended to read as follows:

"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:

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(j) For Villas, no fencing of any type shall be erected or installed on any Villa Lot except "invisible pet" fencing that does not interfere with or damage any sprinkler system component (with any damage being repaired at the Owner's cost) or with the Review Committee's prior written approval which it may deny, withhold or condition in its sole discretion."

7. Centralized Mailbox Fee. The Developer may charge a fee in the sale contract for any Lot to reimburse itself for any costs incurred by it in connection with the installation of centralized mailboxes.

8. 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.

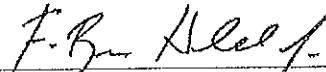
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IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officer as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

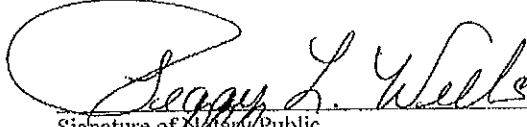
By:



F. Brenner Holland, Jr., Vice President

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

On this 28th day of April, 2017, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr., 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.



Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

PEGGY L. WELLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: July 16, 2017
Commission Number: 13498897
My Commission Expires:

Katee Porter, Recorder of Deeds

EXHIBIT A TO TWENTY-FIFTH 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 – 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
10-24-16/11-18-16	Doc. #2016041386/Book 7854, Page 55	Twenty-Third	Benson Place – Fieldstone – 6 th Plat (18 th Expansion Property)
08-22-16/12-01-16	Doc. #2016042920/Book 7862, Page 42	Twenty-Fourth	Benson Place Villas – 1 st Plat (19 th Expansion Property)

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Benson Place Villas Modifications

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EXHIBIT B
TO
TWENTY-FIFTH 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.