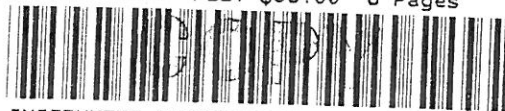


RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

10/14/2003 04:40:09 PM

INSTRUMENT TYPE: REST FEE: \$36.00 6 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2003I0126509

ROBERT T. KELLY, DIRECTOR OF RECORDS

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Second Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek  
Document Date: September 26, 2003  
Grantor Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Names: N/A  
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161  
Legal Description: See Exhibit B attached  
Reference Book and Page: Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48

SECOND SUPPLEMENT TO  
AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF EAGLE CREEK

THIS SECOND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK (this "Supplemental Declaration") is made and executed as of September 26, 2003, 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. The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

B. The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 - 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declaration(s) identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

C. Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

D. Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

E. On July 31, 2003, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - EIGHTH PLAT" (the "Eight 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 "Ninth Expansion Property"), which Eighth Plat was approved on \_\_\_\_\_, 2003, by the City Council of the City, and was recorded on October 14, 2003, under Document No. 2003I0126508, Pages \_\_\_\_ - \_\_\_\_, in said Director of Records' Office.

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

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

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

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

2. Expansion Effective Upon Recording. The expansion set forth above, shall be effective immediately upon filing the Eighth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Eighth 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 Ninth Expansion Property.

3. Expansion of Definitions. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Eighth Plat and this Supplemental Declaration to include the Ninth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Eighth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and as supplemented and amended by this Supplemental Declaration.

4. Declaration Operative on New Lots, Tracts, Common Areas and Restricted Common Areas. The new Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Ninth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Eighth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. Use and Maintenance of Any Private Open Space, Community Park Areas, Storm Water Detention Basin Areas and Sign Monumentation Tracts. Tract D of the Eighth Plat and any other private open space, community park areas, storm water detention basin areas or sign monumentation tracts shown on or in the Eighth Plat shall be used and maintained by the Association under the terms of the amended and restated Declaration, as

supplemented, as private open green space areas, community park areas or for storm water detention purposes or entrance or subdivision identification monumentation or any combination thereof, as applicable.

6. Landscaping Reservations, Rights, Easements and Restrictions Applicable to Portions of Certain Lots. The north, northeast or east twenty-five (25) feet of Lots 283, 295, 296, 329, 330 and 338 of the Eighth Plat which abut S.W. Eagle Creek Drive (the "Restricted Areas"), are hereby subjected to the following:

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

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

7. Fencing Restriction on Certain Lots. Lots 283, 295, 296, 329, 330 and Lots 338 through 348, inclusive, of the Ninth Expansion Property (i.e. the Eighth Plat) are hereby further subjected to the following:

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

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

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

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

All signatures must be in black ink!

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}


By:



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

ATTEST:

By:

  
Donald K. Hagan, Secretary  
Rc. Asst.

ACKNOWLEDGMENT

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

On this 26<sup>th</sup> day of September, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

**DONNA K. WILLIS**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
(Notary Seal) County of Clay  
My Commission Expires November 1, 2005

*Donna K. Willis*  
Signature of Notary Public  
**DONNA K. WILLIS**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Clay  
My Commission Expires November 1, 2005  
Typed or Printed Name of Notary

My Commission expires:

11/1/05

EXHIBIT A  
TO  
SECOND SUPPLEMENT TO  
AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF EAGLE CREEK

EAGLE CREEK AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS AND SUPPLEMENTS

<u>DATE EXECUTED/ DATE RECORDED</u>	<u>RECORDING INFO.</u>	<u>SUPPLEMENT #</u>	<u>INFORMATION</u>
05-30-03/06-04-03	Doc #20031 0066203 (Pages 1 - 48)	Original	Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements
06-04-03/06-09-03	Doc #20031 0068065 (Pages 1 - 4)	First Supplement	Eagle Creek - Townhomes - 1 <sup>st</sup> Plat

EXHIBIT B  
TO  
SECOND SUPPLEMENT TO  
AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF EAGLE CREEK

Legal Description of Ninth Expansion Property: EAGLE CREEK – EIGHTH PLAT (Lots 283 through 348, inclusive, and Tract D), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Legal Description of Ninth Expansion Property Prior to Platting:

A subdivision of land in the Northwest Quarter, the Southwest Quarter and the Northeast Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence North 87°45'23" West along the South line of said Northwest Quarter, 242.66 feet; thence South 39°26'10" West, 127.83 feet; thence South 42°01'24" West, 156.43 feet; thence North 42°57'27" West, 117.72 feet; thence South 47°02'33" West, 50.00 feet; thence Westerly on a curve to the left, having an initial tangent bearing of North 42°57'27" West, a radius of 15.00 feet, a central angle of 87°33'40", an arc distance of 22.92 feet; thence Southwesterly on a curve to the right, having a common tangent with the last described course, a radius of 925.00 feet, a central angle of 07°45'52", an arc distance of 125.35 feet; thence North 32°45'15" West, 50.00 feet; thence North 42°57'27" West, 183.00 feet; thence South 55°59'14" West, 44.27 feet; thence South 30°45'55" West, 79.01 feet; thence South 72°48'25" West, 133.09 feet; thence South 88°34'19" West, 132.75 feet; thence North 59°51'57" West, 73.04 feet; thence North 46°46'52" West, 84.59 feet; thence North 52°14'04" East, 73.96 feet; thence North 38°59'01" West, 186.61 feet; thence Northeasterly on a curve to the right, having an initial tangent bearing of North 51°00'59" East, a radius of 725.00 feet, a central angle of 03°28'04", an arc distance of 43.88 feet; thence North 35°30'57" West, 130.00 feet; thence North 58°35'57" East, 98.63 feet; thence North 62°46'49" East, 179.78 feet; thence North 29°23'25" West, 224.33 feet; thence North 21°12'38" West, 132.39 feet; thence North 71°20'47" East, 70.28 feet; thence North 79°27'26" East, 140.41 feet; thence North 88°08'23" East, 170.96 feet; thence North 81°48'08" East, 60.81 feet; thence North 55°08'25" East, 59.42 feet to a point on the Southerly right-of-way line of SW Eagle Creek Drive, as now established; thence Southeasterly along said Southerly line, on a curve to the left, having an initial tangent bearing of South 34°51'35" East, a radius of 530.00 feet, a central angle of 60°55'41", an arc distance of 563.60 feet; thence Easterly along said Southerly line, on a curve to the right, having a common tangent with the last described course, a radius of 470.00 feet, a central angle of 25°38'35", an arc distance of 210.35 feet; thence South 70°08'41" East along said Southerly line, 438.11 feet to a point on the Westerly line of EAGLE CREEK – SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence South 17°59'00" West along said Westerly line, 407.91 feet to a point on the South line of the aforementioned Northeast Quarter; thence North 87°45'23" West along said South line, 172.65 feet to the Point of Beginning. Containing 24.23 acres, more or less.

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