

FIRST SUPPLEMENT
TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF
EAGLE CREEK

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK (this "Supplemental Declaration") is made and executed as of October 13, 1999, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer") and NORTHLAND LAND DEVELOPMENT, INC., KEVIN DUFFEY CONSTRUCTION, INC., and SAB HOMES, INC. (the "Undersigned Lot Owners").

RECITALS

A. On January 27, 1998, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - 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, 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 "Eagle Creek Property"), which First Plat was approved on June 9, 1998, by the City Council of the City of Lee's Summit, Missouri and was recorded on December 29, 1998, under Document No. I-104091, in the Office of the Director of Records for Jackson County, Missouri, at Independence;

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated December 18, 1998, which was recorded on December 29, 1998, under Document No. I-104092 (1-14), in said Director of Records Office (the "Declaration"), pursuant to which the Developer subjected the Property (the "Eagle Creek Property"), to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Eagle Creek Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value;

C. The Developer has also executed that certain Homes Association Declaration of The Eagle Creek Homes Owners Association (the "Association"), dated December 18, 1998, which was recorded on December 29, 1998, as Document No. I-104093 (1-18), in said Director of Records Office (the "Homes Association Declaration");

D. The Developer and the Undersigned Lot Owners presently own all of the Lots containing the "Restricted Areas" described below;

E. Under 9.2 of the Declaration, at any time the Developer owns any Class B stock of the Association, the Declaration may be amended, by the execution of a supplemental declaration which is approved by Owners (including the Developer) holding a majority of the votes possible to be cast under the Homes Association Declaration and the Developer;

F. The Developer presently owns all of the Class B stock of the Association, owns Lots entitling it to cast a majority of the votes possible to be cast under the Declaration and desires to amend the Declaration as set forth herein; and

G. The Undersigned Lot Owners are willing to subject their Lots to the restrictions and reservations set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer and the Undersigned Lot Owners state and declare as follows:

1. Landscaping Reservations, Rights, Easements and Restrictions Applicable to Portions of Certain Lots. Those portions of those certain Lots legally described and identified on Exhibit A attached to this Supplemental Declaration (the "Restricted Areas") are hereby subjected to the following:

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

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

2. Fencing Restriction. The Owners of the Lots which contain the Restricted Areas shall not at any time install, erect or construct on or in any part of such Lots (whether or not in the Restricted Areas) any fencing of any type and, in the event of any violation of the foregoing, the Developer or the Association at any time may enter upon such Lots and remove or cause the removal of any such fencing without liability of any kind to any Owner, without prior notice, and no Owner shall have any recourse against the Developer or the Association for such entry and removal.

3. Ratification of Declaration. The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, and the Undersigned Lot Owners, hereby ratify, affirm and confirm all covenants, conditions, restrictions and easements contained in the Declaration, as supplemented and amended by this Supplemental Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, the Undersigned Lot Owners 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 Eagle Creek Property or any Lot otherwise subject to the terms hereof.

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

DEVELOPER:

HUNT MIDWEST REAL ESTATE
DEVELOPMENT, INC.

{Corporate Seal}

By: _____

Ora H Reynolds

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

ATTEST:

By: Donald K. Hagan
Donald K. Hagan, Assistant Secretary

UNDERSIGNED LOT OWNERS:

NORTHLAND LAND DEVELOPMENT, INC.

[Signature]
Signature of Lot Owner

Jay A. Wilson

Printed or Typed Name of Lot Owner

KEVIN DUFFEY CONSTRUCTION, INC.

[Signature]
Signature of Lot Owner

Kevin M. Duffey

Printed or Typed Name of Lot Owner

SAB HOMES, INC.

[Signature]
Signature of Lot Owner

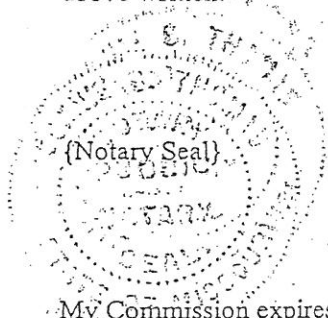
Scott Bamesberger

Printed or Typed Name of Lot Owner

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 13th day of October, 1999, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me 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 First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, with full authority to do so, and she acknowledged that she executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Connie S. Thomas
Signature of Notary Public in and for said County and State

CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY

MY COMMISSION EXPIRES JAN 22, 2002
Typed or Printed Name of Notary Public

My Commission expires:

1-22-02

STATE OF MISSOURI)
) SS.
COUNTY OF Clay)

On this 13th day of October, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared JAY A. WILSON, known to me to be the person described in and who executed the foregoing First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements and acknowledged that he/she executed the same as his/her own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.



Connie S. Thomas
Signature of Notary Public in and for said County and State

CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY

MY COMMISSION EXPIRES JAN 22, 2002
Typed or Printed Name of Notary Public

My Commission expires:

1-22-02

STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 13th day of October, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared Kevin Duffey, known to me to be the person described in and who executed the foregoing First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements and acknowledged that he/she executed the same as his/her own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.



Connie S. Thomas
Signature of Notary Public in and for said County and State
CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002
Typed or Printed Name of Notary Public

My Commission expires:

1-22-02

STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 13th day of October, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared Scott Barnesberger, known to me to be the person described in and who executed the foregoing First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements and acknowledged that he/she executed the same as his/her own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.



Connie S. Thomas
Signature of Notary Public in and for said County and State
CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002
Typed or Printed Name of Notary Public

My Commission expires:

1-22-02

Exhibit A

Description of Restricted Areas
(See Paragraph 1 on Landscaping Restrictions)

All of the Northerly 15.00 feet, Easterly 30.00 feet and Westerly 30.00 feet of Lot 1, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Easterly 30.00 feet of Lot 2, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Easterly 30.00 feet of Lot 3, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Northeasterly 15.00 feet and Southeasterly 30.00 feet of Lot 20, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Easterly 30.00 feet and Northerly 15.00 feet of Lot 21, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Northeasterly 15.00 feet of Lot 22, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Northerly 15.00 feet of Lot 26, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Northerly 15.00 feet of Lot 27, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Northerly 15.00 feet of Lot 36, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Easterly 30.00 feet and Southerly 15.00 feet of Lot 37, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Southeasterly 15.00 feet of Lot 38, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Southerly 15.00 feet of Lot 43, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

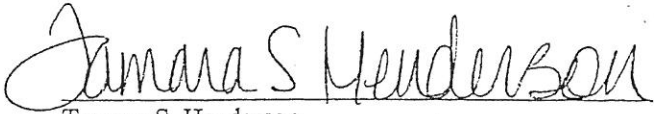
All of the Southerly 15.00 feet of Lot 44, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

All of the Southerly 15.00 feet of Lot 51, EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri

CERTIFICATE
OF
SECRETARY
OF
THE EAGLE CREEK HOME OWNERS ASSOCIATION

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Eagle Creek Home Owners Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated October 13, 1999 (the "Declaration") is the Owner and holder of all of the Class B stock of The Eagle Creek Home Owners Association and of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 13th day of October, 1999.


Tamara S. Henderson