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SECOND SUPPLEMENT

TO

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

OF

EAGLE CREEK

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK (this "Supplemental Declaration") is made and executed as of August 16, 2000, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with a notice mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS

A. On August 20, 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. 1998I 0104091, 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. 1998I 0104092, 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. Pursuant to its right to do so therein contained, the Developer has amended, supplemented and modified the Declaration pursuant to those certain Supplements thereto identified on Exhibit A attached to this Supplemental Declaration (each a "Supplement" or "Supplemental Declaration" further identified by number as shown on Exhibit A);

D. 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. 1998I 0104093, in said Director of Records Office (the "Homes Association Declaration");

E. On AUGUST 15, 2000, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - SECOND PLAT" (the "Second Plat"), covering the real property formerly legally described as shown therein and on Exhibit B to this Supplemental Declaration, and platting the same into the Lots and any Tracts, streets, roadways and other areas shown and marked thereon and as identified on Exhibit C attached to this Supplemental Declaration (the "First Expansion Property"), which Second Plat was approved on AUG 18, 2000, by the City Council of the City, and was recorded on SEPT, 2000, under Document No. ~~2000I0053891~~ 2000I0053891 ✓, in said Director of Records' Office;

F. On AUGUST 15, 2000, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - THIRD PLAT" (the "Third Plat"), covering the real property formerly legally described as shown therein

and on Exhibit B to this Supplemental Declaration, and platting the same into the Lots and any Tracts, streets, roadways and other areas shown and marked thereon and as identified on Exhibit C attached to this Supplemental Declaration (the "Second Expansion Property"), which Third Plat was approved on AUG 18, 2000, by the City Council of the City, and was recorded on SEPT, 2000, under Document No. *, in said Director of Records' Office; * 2000 I 0058891 ✓

G. In Article 6 of the Declaration, the Developer reserved the right to unilaterally expand the Eagle Creek Property governed by the Declaration to include additional Lots, Common Areas and other real estate added to the Subdivision;

H. The Developer presently owns all of the First Expansion Property and the Second Expansion Property;

I. The Developer desires to exercise its unilateral right to expand the Eagle Creek Property to include the First Expansion Property and the Second Expansion Property and to subject the First Expansion Property and the Second Expansion Property to the covenants, conditions, restrictions and easements set forth in the Declaration so that all of the First Expansion Property and the Second Expansion Property shall hereafter be held, sold and conveyed subject to the Declaration, as previously supplemented and amended and by the terms hereof;

J. 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; and

K. 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.

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

1. Exercise of Expansion Right: Effective Date of Expansion. The Developer hereby exercises its right to expand the Eagle Creek Property to include the additional Lots, Tracts and Common Areas, if any, constituting the First Expansion Property and the Second Expansion Property. The expansion of the Eagle Creek Property shall be effective immediately upon the filing of this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence.

2. Expansion of Definitions. Upon the effectiveness of the expansion of the Eagle Creek Property, the definitions contained in the Declaration shall immediately, for all purposes, be expanded to include the First Expansion Property and the Second Expansion Property within the term the "Property". For example, the term "Lot" shall mean the lots described in the First Plat and the Original Declaration plus the additional Lots added by the Second and Third Plats and this Supplemental Declaration. Additionally, all references to the "Declaration" shall mean the Declaration, as previously supplemented and amended and by this Supplemental Declaration.

3. Association Documents Operative on New Lots, Tracts and Common Areas. Immediately upon the recording of this Supplemental Declaration in the public records in said Office of Director of Records, the First and Second Expansion Properties shall be subject to all of the terms and conditions of the Association Documents, including, without limitation, the Declaration, as previously supplemented and amended and by this Supplemental Declaration, and the Homes Association Declaration, as supplemented and amended before and on the date hereof.

4. Landscaping Reservations, Rights, Easements and Restrictions Applicable to Portions of Certain Lots. The north fifteen (15) feet of Lots 52, 57, 58, 77, 78, 88, 89 and 97 of the First Expansion Property (i.e. the Second Plat) and the south fifteen (15) feet of Lots 98, 99, 105, 106 and 120 of the Second Expansion Property (i.e. the Third Plat) (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, sculptures or art works and fencing of any kind (i.e. split rail, white farm, wrought iron, cedar 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.

5. **Fencing Restriction.** Lots 52, 57, 58, 77, 78, 88, 89 and 97 of the First Expansion Property (i.e. the Second Plat) and Lots 98, 99, 105, 106 and 120 of the Second Expansion Property (i.e. the Third 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.

6. **Amendment and Modification of Prior Fencing Restriction.** Anything contained in the First Supplement identified on Exhibit A to the contrary notwithstanding, the fencing restriction therein contained is amended and modified with respect to Lots 27, 36, 44 and 51 of the First Plat only to permit four foot high natural cedar dog eared picket fencing on such Lots at locations thereon as approved by the Review Committee upon a Lot Owner's application in the same manner as set forth in Paragraph 5 immediately above.

7. **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 hereby ratifies, affirms and confirms 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, 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.

8. **Capitalized Terms.** Capitalized terms used herein that are not specifically defined in this Supplemental Declaration shall have the meaning ascribed to them by the Declaration.

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.

DEVELOPER:

HUNT MIDWEST REAL ESTATE
DEVELOPMENT, INC.

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

{Corporate Seal}

ATTEST:

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

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 16th day of August, 2000, 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 Second 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.

{Notary Seal}

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

Exhibit A

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	DOCUMENT NUMBER/ RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
12-18-98/ 12-29-98	Doc #1998I 0104092 (1 - 14)	Original	Full CC&R Document - includes Eagle Creek - First Plat
10-13-99/ 10-20-99	Doc #1999I 0084625 (1 - 8)	First Supplement	Eagle Creek 1 st Plat Fencing Restrictions

Exhibit B

Legal Descriptions of First and Second Expansion Properties

First Expansion Property

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence South 87°45'23" East along the South line of said Northeast Quarter, 172.65 feet to the True Point of Beginning of the tract to be herein described; thence North 17°59'00" East, 467.94 feet; thence South 70°08'41" East, 10.51 feet; thence Easterly on a curve to the left, tangent to the last described course, having a radius of 805.00 feet, a central angle of 26°25'19", an arc distance of 371.23 feet; thence Northerly on a curve to the left, having a common tangent with the last described course, a radius of 25.00 feet, a central angle of 100°00'20", an arc distance of 43.64 feet; thence North 85°03'26" East, 50.88 feet; thence Southerly on a curve to the left, having an initial tangent bearing of South 14°45'49" East, a radius of 25.00 feet, a central angle of 89°11'08", an arc distance of 38.91 feet; thence Northeasterly on a curve to the left, having a common tangent with the last described course, a radius of 805.00 feet, a central angle of 14°53'44", an arc distance of 209.28 feet; thence Northeasterly on a curve to the right, having a common tangent with the last described course, a radius of 1025.00 feet, a central angle of 02°10'41", an arc distance of 38.97 feet; thence Northerly on a curve to the left, having a common tangent with the last described course, a radius of 25.00 feet, a central angle of 90°48'50", an arc distance of 39.63 feet; thence North 69°35'22" East, 50.38 feet; thence Southerly on a curve to the left, having an initial tangent bearing of South 27°28'50" East, a radius of 25.00 feet, a central angle of 83°43'01", an arc distance of 36.53 feet; thence Northeasterly on a curve to the right, having a common tangent with the last described course, a radius of 1025.00 feet, a central angle of 03°50'11", an arc distance of 68.63 feet; thence North 72°38'20" East, 39.10 feet; thence Northeasterly on a curve to the right, tangent to the last described course, having a radius of 875.00 feet, a central angle of 15°24'30", an arc distance of 235.31 feet; thence Easterly on a curve to the right, having a common tangent with the last described course, a radius of 1030.00 feet, a central angle of 09°00'07", an arc distance of 161.83 feet to a point on the Westerly line of EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri; thence South 06°55'45" West along said Westerly line, 70.00 feet; thence Easterly along said Westerly line on a curve to the right, having an initial tangent bearing of South 83°04'15" East, a radius of 960.00 feet, a central angle of 02°42'58", an arc distance of 45.51 feet; thence South 00°05'07" West along said Westerly line, 180.60 feet; thence South 03°26'29" West along said Westerly line, 278.31 feet; thence South 86°33'31" East along said Westerly line, 65.70 feet; thence South 03°26'29" West along said Westerly line, 139.26 feet to the aforementioned South line of said Northeast Quarter; thence North 87°45'23" West along said South line, 1512.90 feet to the True Point of Beginning. Containing 17.17 acres, more or less.

Second Expansion Property

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence South 87°45'23" East along the South line of said Northeast Quarter, 403.40 feet; thence North 02°14'37" East, 423.54 feet to a point on the Northerly right-of-way line of SW Eagle Creek Drive, as now established, said point being also the True Point of Beginning of the tract to be herein described; thence North 19°24'12" East, 260.53 feet; thence North 40°19'50" East, 130.59 feet; thence North 20°39'08" East, 127.88 feet; thence North 69°20'52" West, 31.61 feet; thence North 20°39'08" East, 223.87 feet; thence South 52°23'19" East, 185.44 feet; thence Northeasterly on a curve to the right, having an initial tangent bearing of North 37°36'41" East, a radius of 450.00 feet, an arc distance of 13.78 feet; thence South 50°38'02" East, 218.10 feet; thence South 45°39'09" East, 81.05 feet; thence South 59°01'14" East, 141.18 feet; thence South 17°25'01" East, 145.50 feet to a point on the aforementioned Northerly line of said SW Eagle Creek Drive; thence Southwesterly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 73°49'09" West, a radius of 875.00 feet, an arc distance of 18.02 feet; thence South 72°38'20" West along said Northerly line, 39.10 feet; thence Southwesterly along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 1025.00 feet, an arc distance of 68.63 feet; thence Northerly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 25.00 feet, an arc distance of 36.53 feet; thence

South 69°35'22" West along said Northerly line, 50.38 feet; thence Southerly along said Northerly line on a curve to the right, having an initial tangent bearing of South 27°28'50" East, a radius of 25.00 feet, an arc distance of 39.63 feet; thence Southwesterly along said Northerly line, on a curve to the left, having a common tangent with the last described course, a radius of 1025.00 feet, an arc distance of 38.97 feet; thence Southwesterly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 805.00 feet, an arc distance of 209.28 feet; thence Northerly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 25.00 feet, an arc distance of 38.91 feet; thence South 85°03'26" West along said Northerly line, 50.88 feet; thence Southerly along said Northerly line, on a curve to the right, having an initial tangent bearing of South 16°34'20" East, a radius of 25.00 feet, an arc distance of 43.64 feet; thence Westerly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 805.00 feet, an arc distance of 274.43 feet to the True Point of Beginning. Containing 7.11 acres, more or less.

Exhibit C

Legal Descriptions of Lots Contained in Second and Third Plats

Second Plat

Lots 52 through and including 97, EAGLE CREEK - SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.


Third Plat

Lots 98 through and including 120, EAGLE CREEK - THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

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 December 18, 1998 (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 16 day of August, 2000.


Tamara S. Henderson