

SECOND SUPPLEMENT
TO
HOMES ASSOCIATION DECLARATION
OF
EAGLE CREEK HOME OWNERS ASSOCIATION

THIS SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF EAGLE CREEK HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of August 21, 2001, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer").

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 Homes Association Declaration identified below), and platting the same into the Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked thereon (collectively, the "Property" or the "Eagle Creek Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved on June 9, 1998, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on December 29, 1998, under Document No. 1998I 0104091, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

B. The Developer executed that certain Homes Association Declaration of The Eagle Creek Home Owners Association (the "Association"), dated December 18, 1998, which was recorded on December 29, 1998, as Document No. 1998I 0104093, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence (the "Homes Association Declaration"), pursuant to which the Developer subjected the Property to the covenants, conditions, restrictions and other matters set forth therein.

C. Under ARTICLE 8 of the Homes Association Declaration, the Developer reserved the right to expand the Property to include additional Lots, Common Areas and other property as set forth therein and in ARTICLE 6 of that certain Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek (the "Declaration"), dated December 18, 1998, recorded on December 29, 1998, under Document No. 1998I 0104092, in said Recorder's Office, as such Declaration has been amended and supplemented.

D. Pursuant to its right to do so therein contained, the Developer has amended, supplemented and modified the Homes Association Declaration pursuant to those certain Supplements to the Homes Association Declaration identified on Exhibit A attached to this Supplemental Declaration (each a "Supplement" or "Supplemental Declaration" further identified by number as shown on Exhibit A).

E. On Sept. 17, 2001, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - FIFTH PLAT" (the "Eagle Creek Fifth 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on Exhibit C attached to this Supplemental Declaration (the "Third Expansion Property"), which Eagle Creek Fifth Plat was approved on June 7, 2001, by the City Council of the City, and was recorded on Oct. 9, 2001, under Document No. 2001 I 00, in said Recorder's Office.
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F. On Aug. 22, 2001, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - SIXTH PLAT" (the "Eagle Creek Sixth 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on Exhibit C attached to this Supplemental Declaration (the Fourth Expansion Property), which Eagle Creek Sixth Plat was approved on June 7, 2001, by the City Council of the City, and was recorded on Oct. 9, 2001, under Document No. 2001 I 00, in said Recorder's Office.
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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 Third and Fourth 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 No Fencing Restriction Applicable to Certain Lots. The south fifteen (15) feet of Lots 170, 185, 186 and 208 (which abut S.W. Eagle Creek Drive) and the east thirty (30) feet of Lots 206, 207 and 208 (which back to Pryor Road) of the Third Expansion Property (i.e. the Fifth 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.

(c) Additionally, the Owners of Lots 170, 206, 207 and 208 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 whatsoever to any Owner, without prior notice and no Owner shall have any recourse against the Developer or the Association for such entry and removal.

5. Fencing Restriction on Certain Lots. Lots 185 and 186 of the Third Expansion Property (i.e. the Fifth 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. 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.

7. 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.

G. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Eagle Creek Fifth Plat and the Eagle Creek Sixth Plat.

H. The Developer desires to exercise its right to expand the Eagle Creek Property to include the additional Lots, any Common Areas and other property which constitute the Third Expansion Property and the Fourth Expansion Property and to subject the Third Expansion Property and the Fourth Expansion Property to the covenants, conditions and provisions contained in the Homes Association Declaration, as previously supplemented and amended and as supplemented and amended hereby.

I. Under Section 9.2 of the Homes Association Declaration, Owners (including the Developer) holding a majority of the votes possible to be cast under the Homes Association Declaration and the Developer may amend any provision of the Homes Association Declaration by supplemental declaration.

J. The Developer presently owns Lots entitling it to cast a majority of the votes possible to be cast thereunder and it desires to amend the Homes Association Declaration as set forth herein.

K. For purposes of this Supplemental Declaration, the Property and the Second Expansion Property are collectively referred to herein as the "Eagle Creek Property".

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

1. Exercise of Expansion Right. The Developer hereby exercises its unilateral right to expand the Property to include the additional Lots, any Common Areas or other property which constitute the Third Expansion Property and the Fourth Expansion Property.

2. Expansion Effective Upon Recording. The expansion set forth above shall be effective immediately upon filing of the Eagle Creek Fifth Plat, the Eagle Creek Sixth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence. Recording of the Eagle Creek Fifth Plat, the Eagle Creek 6th Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Third Expansion Property and the Fourth Expansion Property.

3. Expansion of Definitions. The definitions contained in the Homes Association Declaration are hereby expanded to encompass and refer to the Property as previously expanded and as expanded by the Third Expansion Property and the Fourth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, dedicated to and accepted by the City), swimming pools and related facilities, recreational areas, open or green space areas, storm sewer drainage facilities and improvements and similar places, the use of which is dedicated to, or set aside for, the general, non-exclusive use of all Owners within the District, or which may, with appropriate consent, be used by all of the Owners within the District or reserved to the Association's use pursuant to easements all as listed, shown or identified in the Declaration, as previously amended, or in previous plats or in the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, and (ii) "Lot" means all Lots described in the Declaration, as previously amended, or in previous plats or in the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, and (iii) all references to the "Homes Association Declaration" shall mean the Homes Association Declaration as previously supplemented and amended and as supplemented and amended by this Supplemental Declaration.

4. Homes Association Declaration Operative on New Lots and Common Area and Other Areas, if Any. The new Lots, any Common Areas or other property which constitute the Third Expansion Property and the Fourth Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Eagle Creek Fifth Plat, the Eagle Creek Sixth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

5. Ratification of the Homes Association 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 Homes Association Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their 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, the Third Expansion Property, the Fourth Expansion Property or any Lot included as a part of the foregoing.

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.

{Corporate Seal}

By:

Ora Reynolds

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

ATTEST:

By:

Donald K. Hagan

Donald K. Hagan, Secretary

STATE OF MISSOURI)

) SS.

COUNTY OF CLAY)

On this 21st day of August, 2001, 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 Homes Association Declaration on behalf of said corporation under and with full authority and she acknowledged that she executed the same as the free act and deed of said corporation.

{Notary Seal}

Connie S Thomas

Signature of Notary Public

CONNIE S THOMAS

NOTARY PUBLIC STATE OF MISSOURI

RAY COUNTY

MY COMMISSION EXPI. JAN. 22, 2002

Typed or Printed Name of Notary

My Commission expires:

1-22-02

Exhibit A

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
12-18-98 / 12-29-98	Doc #1998I 0104093	Original	Full Homes Assoc. Document - includes Eagle Creek - First Plat
08-16-00/ 09-05-00	Doc #2000I 0058893 (1 - 10)	First Supplement	Eagle Creek 2 nd Plat (First Expansion Property) and 3 rd Plat (Second Expansion Property)

Exhibit B

Legal Description of Third Expansion Property and the Fourth Expansion Property Prior to Platting

Third 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 Southeast corner of said Northeast Quarter; thence North 02°46'08" East along the East line of said Northeast Quarter, 973.98 feet to the True Point of Beginning of the tract to be herein described, said point being also a point on the Northerly line of EAGLE CREEK – FIRST PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence North 87°13'52" West along said Northerly line, 50.00 feet; thence Southerly along said Northerly line on a curve to the right, having an initial tangent bearing of South 02°46'08" West, a radius of 25.00 feet, a central angle of 85°26'53", an arc distance of 37.28 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 290.00 feet, a central angle of 59°23'11", an arc distance of 300.58 feet; thence North 35°59'56" West along said Northerly line, 172.53 feet; thence North 52°46'05" West along said Northerly line, 63.18 feet; thence North 75°06'10" West along said Northerly line, 123.32 feet; thence South 88°22'04" West along said Northerly line, 134.13 feet; thence North 86°06'57" West along said Northerly line, 248.33 feet; thence South 40°32'01" West along said Northerly line, 146.37 feet; thence South 06°55'45" West along said Northerly line, 198.88 feet to a point on the Northerly right-of-way line of SW Eagle Creek Drive, as now established; thence Westerly along said Northerly line, on a curve to the left, having an initial tangent bearing of North 83°04'15" West, a radius of 1030.00 feet, a central angle of 09°00'07", an arc distance of 161.83 feet; thence Westerly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 88°02'50" West, a radius of 875.00 feet, a central angle of 14°13'43", an arc distance of 217.29 feet to the Southeasterly corner of EAGLE CREEK – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence North 17°25'01" West, along the Easterly line of said EAGLE CREEK – THIRD PLAT, 145.50 feet; thence North 39°33'03" East, 212.91 feet; thence North 33°17'39" East, 173.45 feet; thence Northwesterly on a curve to the left, having an initial tangent bearing of North 54°48'43" West, a radius of 400.00 feet, a central angle of 03°56'46", an arc distance of 27.55 feet; thence North 31°14'31" East, 170.86 feet; thence North 02°18'29" East, 74.69 feet to a point on the North line of the South One-Half of said Northeast Quarter; thence South 87°41'31" East along said North line, 1228.64 feet to the Northeast corner of the aforementioned South One-Half of said Northeast Quarter; thence South 02°46'08" West along the aforementioned East line of said Northeast Quarter, 349.85 feet to the True Point of Beginning. Containing 13.68 acres, more or less.

Fourth Expansion Property

A subdivision of land in the South One-Half of 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 Northwest corner of the South One-Half of said Northeast Quarter; thence South 87°41'31" East along the North line of said South One-Half, 721.35 feet to the True Point of Beginning of the tract to be herein described; thence continuing South 87°41'31" East along said North line, 704.45 feet; thence South 02°18'29" West, 74.69 feet; thence South 31°14'31" West, 170.86 feet; thence Southeasterly on a curve to the right, having an initial tangent bearing of South 58°45'29" East, a radius of 400.00 feet, a central angle of 03°56'46", an arc distance of 27.55 feet; thence South 33°17'39" West, 173.45 feet; thence South 39°33'03" West, 212.91 feet to a point on the Northerly line of EAGLE CREEK – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence North 59°01'14" West along said Northerly line, 141.18 feet; thence North 45°39'09" West along said Northerly line, 81.05 feet; thence North 50°38'02" West along said Northerly line, 218.10 feet; thence Southwesterly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 39°21'58" West, a radius of 450.00 feet, a central angle of 01°45'17", an arc distance of 13.78 feet; thence North 52°23'19" West along said Northerly line, 177.31 feet; thence North 23°52'16" East, 227.70 feet to the True Point of Beginning. Containing 6.52 acres, more or less.

Note: The above-described Third Expansion Property and Fourth Expansion Property has been platted. The recording information identifying the Eagle Creek Fifth Plat and the Eagle Creek Sixth Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this Exhibit B is attached.

Exhibit C

Description of Lots Contained in Eagle Creek Fifth Plat and Eagle Creek Sixth Plat

Fifth Plat

Lots 170 through and including 208, EAGLE CREEK – FIFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Sixth Plat

Lots 209 through and including 228, EAGLE CREEK – SIXTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

CERTIFICATE
OF
SECRETARY
OF
THE EAGLE CREEK FARMS 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 21st day of August, 2001.



Tamara S. Henderson