

RECORDER'S CERTIFICATION  
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ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

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Title of Document: **Ninth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek**

Date of Document: **July 12, 2011**

Grantor(s) **Hunt Midwest Real Estate Development, Inc.**

Grantee(s): **N/A**

Grantor(s) Address: **8300 N.E. Underground Drive, Kansas City, Mo. 64161**

Legal Description: Eagle Creek – Twelfth Plat, Lots 510 thru 556, Inclusive, a subdivision in Lee's Summit, Jackson County, Missouri.

Reference Document No.(s) 2003I0066203, 2003I0068065, 2003I0126509, 2004I0068231, 2005I0023175, 2005I0100013, 2006E0111119, 2006E0112929

**KANSAS CITY TITLE**  
**150536**

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(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Ninth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek  
Document Date: July 12, 2011  
Grantors Names: Hunt Midwest Real Estate Development, Inc.  
Grantee Name: 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. 20031 0066203, Pages 1 - 48

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

THIS NINTH 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 July 12, 2011, 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 Declarations 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. 20031 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 Declarations 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 June 22, 2011, 2011, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - TWELFTH PLAT" (the "Twelfth 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 "Fifteenth Expansion Property"), which Twelfth Plat was approved on July 13, 2011, by the City Council of the City, and was recorded on 7-22-11, 2011, under Document No. 2011E0067744, 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 Twelfth 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 Fifteenth Expansion Property and to subject the Fifteenth 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 Fifteenth Expansion Property.

2. Expansion Effective Upon Recording. The expansion set forth above, shall be effective immediately upon filing the Twelfth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Twelfth 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 Fifteenth 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 Twelfth Plat and this Supplemental Declaration to include the Fifteenth 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 Twelfth 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 Fifteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Twelfth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. Fencing Restriction on Certain Lots. The Owners of Lots 524 and 525 of the Twelfth Plat and the Fifteenth Expansion Property 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. **City's Common Property Requirements.** Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Fifteenth Expansion Property and the Twelfth Plat, either shown therein, if any, or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is

abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the Director of Public Works shall certify all costs of such abatement, including enforcement costs and expenses of staff time incurred in the remediation of the deficiency, to the City's Director of Finance who shall cause a special tax bill therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance shall be a defense thereto, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

7. **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 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, the Fifteenth Expansion Property or any Lots, Tracts, Commons 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  
(Corporate Seal)

DEVELOPER: HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By: Ora H. Reynolds,  
Ora H. Reynolds, President *Pres*

ATTEST

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

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

On this 12<sup>th</sup> day of July, 2011, 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 President 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.

CONNIE S. THOMAS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Ray County  
My Commission Expires: January 22, 2014  
Commission Number: 10440209

Connie S. Thomas  
Signature of Notary Public

Connie S. Thomas  
Typed or Printed Name of Notary

My Commission expires: 1-22-14

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

**SUMMARY OF SUPPLEMENTS**

<u>DATE EXECUTED/ DATE RECORDED</u>	<u>RECORDING INFO.</u>	<u>SUPPLEMENT #</u>	<u>INFORMATION</u>
05-30-03/06-04-03	Doc #200310066203 (Pages 1 - 48)	Original	Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements
06-04-03/06-09-03	Doc #200310068065 (Pages 1 - 4)	First	Eagle Creek - Townhomes - 1 <sup>st</sup> Plat
09-26-03/10/14/03	Doc #200310126509 (Pages 1 - 6)	Second	Eagle Creek - 8 <sup>th</sup> Plat
07-12-04/07-16-04	Doc #200410068231 (Pages 1 - 5)	Third	Eagle Creek - 9 <sup>th</sup> Plat
03-17-05/03-22-05	Doc #200510023175 (Pages 1 - 7)	Fourth	Eagle Creek 9 <sup>th</sup> Plat - Imposed Fencing Restrictions on Lots 349 through 364
10-14-05/10-28-05	Doc #200510096058 (Pages 1 - 5)	Fifth	Eagle Creek - 10 <sup>th</sup> Plat
11-08-05/11-09-05	Doc #200510100013 (Pages 1 - 5)	Sixth	Eagle Creek - Townhomes - 2 <sup>nd</sup> Plat
06-14-06/10-23-06	Doc #2006E0111119 (Pages 1 - 7)	Seventh	Eagle Creek - 11 <sup>th</sup> Plat
10-23-06/10-26-06	Doc #2006E0112929 (Pages 1 - 6)	Eighth	Eagle Creek - Townhomes - 3 <sup>rd</sup> Plat



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

**Legal Description of Fifteenth Expansion Property:**

Lots 510 through and including 556, EAGLE CREEK – TWELFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fifteenth Expansion Property Prior to Platting:**

A tract of land in the Northwest Quarter and Northeast Quarter of Section 23, Township 47 North, Range 32 West of the Fifty Principal Meridian, in the City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of the Northeast Quarter; thence North 87°37'40" West, along the North line of said Northeast Quarter, 2392.97 feet to the Northwest corner of Lot 509, EAGLE CREEK-ELEVENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, said corner also being the Point of Beginning of the tract to be herein described; thence South 02°22'20" West, along the West line of said Lot 509 and 508 of said EAGLE CREEK-ELEVENTH PLAT, 310.00 feet to the Southwest corner of said Lot 508; thence North 87°37'40" West along the North line of Lots 506 to 504 of said EAGLE CREEK-ELEVENTH PLAT, 223.00 feet to the Northwest corner of said Lot 504; thence South 83°03'39" West along the North line of Lot 503 of said EAGLE CREEK-ELEVENTH PLAT, 98.49 feet to the Northwest corner of said Lot 503; thence South 70°36'01" West along the North line of Lot 502 of said EAGLE CREEK-ELEVENTH PLAT, 99.08 feet to the Northwest corner of said Lot 502; thence South 56°58'50" West along the North line of Lot 501 of said EAGLE CREEK-ELEVENTH PLAT, 100.01 feet to the Northwest corner of said Lot 501; thence South 42°55'00" West along the Northwest line of Lot 500 of said EAGLE CREEK-ELEVENTH PLAT, 100.95 feet to the Southwest corner of said Lot 500; thence South 23°37'05" West along the West line of Lot 499 of said EAGLE CREEK-ELEVENTH PLAT, 100.82 feet to the Southwest corner of said Lot 499; thence South 13°45'40" West along the West line of Lots 498 to 496 of said EAGLE CREEK-ELEVENTH PLAT, 260.21 feet to the Southwest corner of said Lot 496, said corner also being a point on the North right-of-way line of SW EAGLE VIEW DRIVE, as now established; thence North 74°19'48" West, along said North right-of-way line, 19.68 feet; thence Northwesterly, on a curve to the left, along said North right-of-way line, being tangent with the last described course, with a radius of 480.00 feet, a central angle of 11°46'24", an arc distance of 98.63 feet; thence Northerly, on a curve to the right, continuing along said North right-of-way line, being tangent with the last described course, with a radius of 25.00 feet, a central angle of 84°19'04", an arc distance of 36.79 feet; thence South 88°12'52" West, continuing along said North right-of-way line, 50.00 feet; thence Southwesterly, on a curve to the right, continuing along said North right-of-way line, having an initial tangent bearing of South 01°47'08" East, with a radius of 25.00 feet, a central angle of 84°19'04", an arc distance of 36.79 feet; thence Westerly, on a curve to the left, continuing along said North right-of-way line, being tangent with the last described course, with a radius of 480.00 feet, a central angle of 12°53'15", an arc distance of 107.97 feet; thence North 01°37'42" West, 117.75 feet; thence North 05°54'26" East, 80.68 feet; thence North 12°01'59" East, 80.68 feet; thence North 15°32'15" East, 90.42 feet; thence North 12°31'01" East, 50.00 feet; thence North 31°26'22" East, 162.19 feet; thence North 87°35'47" West, 420.00 feet; thence North 02°24'13" East, 310.00 feet to a point on the North line of the Northwest Quarter of said Section 23; thence South 87°35'47" East, along said North line, 1001.10 feet to the Northeast corner of said Northwest Quarter; thence South 87°37'40" East along the North line of the Northeast Quarter of said Section 23, 262.51 feet to the Point of Beginning. Containing 592,851 square feet or 13.61 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.