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Document Title: Tenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek
Document Date: 9-23-2013
Grantors Names: Hunt Midwest Real Estate Development, Inc.
Grantee Name: Hunt Midwest Real Estate Development, Inc.
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

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

THIS TENTH 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 9-23-2013, 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. 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 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.

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KANSAS CITY TITLE

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 11-7, 2013, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - THIRTEENTH PLAT" (the "Thirteenth 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 "Sixteenth Expansion Property"), which Thirteenth Plat was approved on 9-19, 2013, by the City Council of the City, and was recorded on 12-27-13, 2013, under Document No. 2013 E 0130001, 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 Thirteenth 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 Sixteenth Expansion Property and to subject the Sixteenth 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 Sixteenth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Thirteenth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Thirteenth 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 Sixteenth 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 Thirteenth Plat and this Supplemental Declaration to include the Sixteenth 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 Thirteenth 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 Sixteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Thirteenth 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 557 and 563 through and including 595 of the Thirteenth Plat and the Sixteenth 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 Sixteenth Expansion Property and the Thirteenth 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 Sixteenth 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

ATTEST:

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

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

On this 23rd day of September, 2013, 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
Commission Expires: January 22, 2014
Commission Number: 10440208

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
TENTH 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 #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 | Eagle Creek – Townhomes – 1 st Plat |
| 09-26-03/10/14/03 | Doc #20031 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8 th Plat |
| 07-12-04/07-16-04 | Doc #20041 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9 th Plat |
| 03-17-05/03-22-05 | Doc #200510023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9 th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #200510096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10 th Plat |
| 11-08-05/11-09-05 | Doc #200510100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2 nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11 th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3 rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12 th Plat |

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

Legal Description of Sixteenth Expansion Property:

Lots 557 through and including 616, and Tracts K, L and M, EAGLE CREEK – THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Legal Description of Sixteenth Expansion Property Prior to Platting:

A tract of land in the Northwest Quarter of Section 23, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri being bounded and described as follows:
Beginning at the Northeast corner of Lot 436, EAGLE CREEK - TENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence South 87°43'09" West, along the North line of said plat, 562.10 feet to the Northwestern corner of Lot 442 of said plat; thence South 19°42'59" West, along the Northwestern line of said Lot 442, 60.08 feet to the Northeast corner of Lot 443 of said plat; thence South 50°53'28" West, along the Northwestern line of said plat, 170.72 feet to the Northwest corner of Lot 444 of said plat; thence South 54°24'13" West, continuing along said Northwestern line, 45.63 feet to the Northwest corner of Tract F of said plat; thence South 52°10'25" West, continuing along said Northwestern line, 663.77 feet to the Northwest corner of Lot 453 of said plat; thence North 37°49'35" West, along the Northeasterly right-of-way of SW Golden Eagle Road, as now established, 40.99 feet; thence South 52°10'25" West, 50.00 feet to the Southeast corner of Tract I, EAGLE CREEK GREENWAY, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 37°49'35" West, along the East line of said Tract I, 48.88 feet; thence Northwesterly continuing along said East line on a curve to the left having a common tangent with the last described course with a radius of 975.00 feet, a central angle of 00°45'45" and an arc distance of 12.98 feet to the Northeast corner of said Tract I; thence South 51°21'33" West, along the North line of Tract I and the North line of Tract G, EAGLE CREEK GREENWAY, 471.43 feet to the Northwest corner of said Tract G, said point also being on the West line of said Northwest Quarter; thence North 02°36'10" East, along said West line, 776.29 feet; thence North 85°05'21" East, 191.09 feet; thence North 74°28'19" East, 125.55 feet; thence North 60°08'28" East, 119.57 feet; thence North 47°32'26" East, 118.83 feet; thence North 40°31'15" East, 73.66 feet; thence North 40°22'50" East, 385.00 feet; thence North 40°25'47" East, 50.00 feet; thence North 41°54'31" East, 86.13 feet; thence North 43°20'15" East, 161.94 feet; thence North 52°08'47" East, 470.39 feet; thence North 67°33'50" East, 60.00 feet; thence Southeasterly along a curve to the left having an initial tangent bearing of South 22°26'10" East with a radius of 800.00 feet, a central angle of 09°29'07" and an arc distance of 132.44 feet; thence South 80°30'22" East, 20.95 feet; thence South 34°59'09" East, 50.00 feet; thence South 08°50'31" West, 21.80 feet; thence Southeasterly along a curve to the left having an initial tangent bearing of South 37°45'47" East with a radius of 800.00 feet, a central angle of 21°15'50" and an arc distance of 296.90 feet; thence South 59°01'37" East, 1.76 feet to a point on the Northwestern right-of-way of SW Eagle Creek Drive as now established; thence South 30°58'23" West, along said right-of-way, 60.00 feet; thence Southerly continuing along said right-of-way on a curve to the right having an initial tangent bearing of South 59°01'37" East with a radius of 25.00 feet, a central angle of 83°44'51" and an arc distance of 36.54 feet; thence Southerly continuing along said right-of-way on a curve to the left having a common tangent with the last described course with a radius of 480.00 feet, a central angle of 28°20'28" and an arc distance of 237.43 feet; thence South 03°37'14" East, continuing along said right-of-way, 284.90 feet; thence Southerly continuing along said right-of-way on a curve to the left being tangent to the last described course with a radius of 530.00 feet, a central angle of 00°11'21" and an arc distance of 1.75 feet to the Point of Beginning. Containing 1,311,891 square feet or 30.12 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.