



INSTRUMENT NUMBER / BOOK & PAGE

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Robert T. Kelly, Director, Recorder Of Deeds

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Document Title: Fourteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek
Document Date: June 16, 2016
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

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

THIS FOURTEENTH 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 June 16, 2016, 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.

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 July 21st, 2016, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - FOURTEENTH PLAT" (the "Fourteenth 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 "Seventeenth Expansion Property"), which Fourteenth Plat was approved on July 21st, 2016, by the City Council of the City, and was recorded on August 2nd, 2016, under Document No. 2016E0071110, 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 Fourteenth 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 Seventeenth Expansion Property and to subject the Seventeenth 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 Seventeenth Expansion Property.

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

5. **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 Seventeenth Expansion Property and the Fourteenth 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.

6. **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 Seventeenth 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.

DEVELOPER: HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By: F. B. Holland
F. Brenner Holland, Vice President

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

On this 16th day of June, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, who, being by me first duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

Peggy L. Wells
Signature of Notary Public
Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:

PEGGY L. WELLS Notary Public - Notary Seal State of Missouri Commissioned for Clay County My Commission Expires: July 16, 2017 Commission Number: 13498897

EXHIBIT A
TO
FOURTEENTH 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 st Plat
09-26-03/10/14/03	Doc #200310126509 (Pages 1 - 6)	Second	Eagle Creek - 8 th Plat
07-12-04/07-16-04	Doc #200410068231 (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
09-23-13/01-22-14	Doc #2014E0005951 (Pages 1-6)	Tenth	Eagle Creek - 13 th Plat
10-06-14/10-09-14	Doc #2014E0084761 (Pages 1-5)	Eleventh	Eagle Creek - 13 th Plat - Revised Fencing Restrictions

01-12-15/01-14-15	Doc #2015E0003947 (Pages 1-5)	Twelfth	Eagle Creek – 1 st and 5 th Plats – Revised Fencing
06-30-15/07-06-15	Doc. #2015E0058737 (Pages 1-5)	Thirteenth	Eagle Creek – 13 th Plat – Further Revised Fencing Restrictions

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

Legal Description of Seventeenth Expansion Property:

Lots 617 through and including 660, EAGLE CREEK – FOURTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Legal Description of Seventeenth 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 616, EAGLE CREEK-THIRTEENTH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri; thence South 52°08'47" West, along the North line of said EAGLE CREEK-THIRTEENTH PLAT, 470.39 feet; thence South 43°20'15" West, continuing along said North line, 161.94 feet; thence South 41°54'31" West, continuing along said North line, 86.13 feet; thence South 40°25'47" West, continuing along said North line, 50.00 feet; thence South 40°22'50" West, continuing along said North line, 385.00 feet; thence South 40°31'15" West, continuing along said North line, 73.66 feet; thence South 47°32'26" West, continuing along said North line, 118.83 feet; thence South 60°08'28" West, continuing along said North line, 119.57 feet; thence South 74°28'19" West, continuing along said North line, 125.55 feet; thence South 85°05'21" West, continuing along said North line, 191.09 feet to a point on the West line of said Northwest Quarter; thence North 02°36'10" East, along said West line, 396.07 feet; thence South 87°23'50" East, 233.69 feet; thence North 52°02'51" East, 40.24 feet; thence North 40°22'50" East, 643.07 feet; thence North 44°22'31" East, 282.93 feet; thence North 46°51'05" East, 149.10 feet; thence North 51°50'15" East, 234.72 feet; thence North 71°15'03" East, 107.13 feet; thence South 89°30'27" East, 75.00 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South 00°29'33" West with a radius of 800.00 feet, a central angle of 07°34'21" and an arc distance of 105.73 feet; thence South 52°30'25" East, 21.37 feet; thence South 16°19'09" East, 50.16 feet; thence South 73°25'49" West, 6.78 feet; thence South 30°06'38" West, 20.49 feet; thence Southerly, along a curve to the left, having a common tangent with the last described course with a radius of 800.00 feet, a central angle of 09°28'38" and an arc distance of 132.33 feet to a point on the North line of said EAGLE CREEK-THIRTEENTH PLAT; thence South 67°33'50" West, along said North line, 60.00 feet to the Point of Beginning. Containing 592,980 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.