



**DECLARATION OF HOMES
ASSOCIATION
AND
COVENANTS, CONDITIONS,
RESTRICTIONS
AND
EASEMENTS
OF
RUNNING HORSE**

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Document Title: Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse
Document Date: November 29, 2004
Grantor Name: 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 A** attached
Reference Book and Page: N/A

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE *Stewart*

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE (this "Declaration") is made and executed as of November 29, 2004, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), with a notice and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS

A. The Developer owns the real property located in Platte County, Missouri (the "County") legally described as set forth on **EXHIBIT A** attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Running Horse".

B. On _____, 2004, the major subdivision plat entitled "RUNNING HORSE - FIRST PLAT", covering the Property and platting the same into the Lots, Tracts and Common Areas, if any, shown thereon (sometimes herein also referred to as the "First Plat Property"), was approved by the Platte County Planning Commission, and was recorded on 11-30-2004, 2004, in Book 20 at Page 59, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. The platted legal description of the First Plat Property is also shown on **EXHIBIT A** attached hereto.

C. The Developer desires to develop the Property into a quality residential neighborhood possessing features of more than ordinary value and to preserve the quality of the neighborhood.

D. In order to create and preserve such a neighborhood, the Developer desires to subject the Property to those certain covenants, conditions, restrictions and easements set forth herein.

DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby declares that the Property, including all lots, tracts, streets and other areas that have been, or shall be, created upon platting of the Property, and all unplatted land contained therein, shall

hereafter be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and which shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and all other persons and entities who or which own or have, at any time, any right, title or interest in all, or any part of, the Property including all Owners of Lots in the Subdivision. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the provisions of this Declaration with respect to each such Lot and any Residence thereon.

ARTICLE 1 DEFINITIONS

When used in this Declaration or in any Supplemental Declaration the following words shall have the meanings set forth below. Any capitalized term used herein or in any Supplemental Declaration which is not defined herein or in a Supplemental Declaration shall have the meaning ascribed to it in the Homes Association Declaration.

- 1.1 **"Articles"** mean the Articles of Incorporation of the Association, as amended from time-to-time.
- 1.2 **"Association"** means the Running Horse Home Owners Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.
- 1.3 **"Association Documents"** means this Declaration, the Homes Association Declaration, the Articles, the Bylaws, all Supplemental Declarations, all amendments to the foregoing and all procedures, rules, regulations and policies adopted by the Association pursuant to such documents.
- 1.4 **"Board of Directors"** means the governing body of the Association.
- 1.5 **"Building Line"** has the meaning set forth in Section 3.5(b) hereof.
- 1.6 **"Bylaws"** means the Bylaws adopted by the Association, as amended from time-to-time.
- 1.7 **"Common Area"** means all (a) Private Streets; (b) parks not dedicated to and accepted by the County; (c) recreational areas (including clubhouse, swimming pools and related facilities); (d) open or green space areas; (e) storm sewer drainage or retention facilities and improvements and easements therefor; (f) utility easements; (g) places which are dedicated to, or set aside or reserved for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved for the Association's use; and (h) property of a similar character owned by the Association or brought within the jurisdiction of this Declaration by Supplemental Declarations together with any amenities or improvements therein including, without limitation, any Subdivision entrance or identification signs or monumentation, street islands, sprinkler systems and landscaping.
- 1.8 **"Declaration"** means this Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, as amended or supplemented from time-to-time.
- 1.9 **"Developer"** means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term **"Developer"** shall thereafter refer to both the Developer and all the Successor Developers unless otherwise stated.
- 1.10 **"Expansion Property"** has the meaning set forth in Section 6.1 hereof.
- 1.11 **"Homes Association Declaration"** means the Homes Association Declaration of the Association, dated the same date hereof, as amended or supplemented from time-to-time.
- 1.12 **"Improvements"** has the meaning set forth in Section 3.2 hereof.

1.13 “**Lot**” means a plot, parcel or tract of land subject to this Declaration and designated as a “Lot” on any recorded plat subdividing all, or any part of, the Property, together with all appurtenances and improvements on such Lot, now or in the future existing, including a Residence.

1.14 “**Member**” means a member of the Association.

1.15 “**Owner**” means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a mortgagee or a trustee under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings and the purchase of a contract for deed.

1.16 “**Plat**” means any plat which subdivides any part of the Property or Expansion Property creating Lots, Common Areas and Streets.

1.17 “**Private Street**” means any Street which has not been dedicated and conveyed to, and accepted by, the County.

1.18 “**Proposed Construction**” has the meaning set forth in Section 3.2 hereof.

1.19 “**Residence**” means a single-family dwelling constructed on any Lot. For purposes hereof, “**single family**” shall have the same meaning as in any applicable ordinances of the County, and, if none, its common meaning.

1.20 “**Review Committee**” has the meaning set forth in Section 3.1 hereof.

1.21 “**Street**” means any roadway, street, court, circle, terrace, lane, drive, boulevard, alley or other right-of-way designed for vehicular traffic which is shown on any recorded plat subdividing all, or any part of, the Property.

1.22 “**Subdivision**” means, collectively, the Lots, Common Areas and all other parts of the Property, including any Expansion Property.

1.23 “**Successor Developer**” means any person or entity to whom the Developer assigns or transfers all, or any part of, its rights, obligations or interests as developer of the Property, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City, designating such person or entity as a Successor Developer.

1.24 “**Supplemental Declaration**” means an instrument which amends or modifies this Declaration, as more fully provided for herein.

1.25 “**Unplatted Land**” means any portion of the Property which has not been subdivided pursuant to a recorded Plat.

1.26 “**Turnover Date**” means the date on which all Class B Memberships terminate and are converted to Class A Memberships as set forth in Section 3.2 of the Homes Association Declaration.

ARTICLE 2 PERSONS AND PROPERTY BOUND BY DECLARATION

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of and bind the Developer and all persons or entities who hereafter acquire any interest in the Lots or other property within the Subdivision or who hereafter acquire any interest in any Unplatted Land. The Developer and all persons or entities who take any interest in a Lot or other property within the Subdivision or in any Unplatted Land shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions, restrictions and easements in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3 ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS

3.1 **Architectural Review Committee.** An Architectural Review Committee (the "Review Committee"), consisting of three or more persons, shall be established to exercise the powers granted by this Article 3. At all times while it is a Class B Member of the Association (i.e. prior to the Turnover Date), the Developer shall have the power to appoint all members of the Review Committee, who shall serve until they resign or are removed by the Developer. At all other times (i.e. after the Turnover Date), the Board of Directors shall appoint the members of the Review Committee, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.

3.2 **Architectural Control.** To preserve the harmony of the construction, location and exterior design and appearance of the Lots and the Residences and other Improvements on the Lots, (a) all Residences, buildings, walls, fences, structures, in ground swimming pools and other improvements to be constructed or located on any Lot (collectively, "Improvements"), (b) all additions, changes and alterations to any Improvement which impact its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, "Proposed Construction"), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Section 3.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof, including, without limitation, Section 3.5, or where the exterior design or appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Residences in the Subdivision, the topography and overall design and appearance of the Subdivision or the Developer's intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision.

3.3 **Application for Approval.** The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications and information (including all construction drawings and site plans) showing (a) the front, rear and side elevations, (b) location of the Improvement on the Lot, including frontage and front, rear and side yard setbacks, (c) proposed grading and drainage from the Lot, (d) floor plan with total square footage, (e) height of all Improvements, (f) exterior materials, (g) method of construction, (h) exterior color scheme, including samples, manufacturers name and product numbers, (i) landscaping and (j) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within thirty (30) days after its last receipt of information from the Owner or its representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within sixty (60) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Section 3.3 fully satisfied.

3.4 **Modification of Requirements; Appeal of Review Committee Decision.** Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may, for good cause shown, waive any of the requirements set forth herein, including those set forth in Section 3.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review committee renders its decision. The Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. If the Owner of any Lot appeals a decision of the Review Committee which waives any of the requirements set forth herein, then any Proposed Construction on which such appeal is based shall not be commenced or, if commenced, shall be postponed, pending the outcome of such appeal. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders the decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within sixty (60) days of it being timely submitted, the relief requested in the appeal shall be deemed granted. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.

3.5 **Construction Standards.** In addition to complying with all ordinances, codes and restrictions enacted by the County which are applicable to a Lot, all Residences and other Improvements constructed on any Lot shall conform to the following:

(a) Except for model homes, temporary model homes or other sales trailers or centers or as otherwise specifically provided herein, no building other than a Residence may be constructed on any Lot. Under no circumstance, even with Review Committee or Board of Director approval, shall any commercial, retail or other business building be constructed on any Lot which is subject to this Declaration.

(b) No Residence or other structure shall be erected on any part of a Lot nor shall any Residence be located on any Lot nearer to the front Lot line or the side Lot line than the minimum building set-back shown on the recorded Plat or, if none is shown on the Plat, six and one-half (6 ½) feet. No Residence shall be located nearer to an interior Lot line than the lesser of six and one-half (6 ½) feet or ten percent (10%) of the width of the Lot. An interior Lot line is the common boundary line between two Lots. The Review Committee shall approve the orientation of the Residence on the Lot and may require the front of Residences located on corner Lots to be forty-five degrees to the front Lot line.

(c) The finished floor area of the main structure shall be at least 1600 square feet for all one-story and split-level Residences, at least 1200 square feet of finished first floor area and at least 1800 square feet of total finished floor area for any one and one-half story Residences and at least 1100 square feet of finished first floor area and a total finished floor area of not less than 2000 square feet for two story Residences. The above-required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves and similar portions of such Residences. The Developer and/or Review Committee reserves the right to require greater square footages on the approval of any plan. No building or structure other than a Residence shall be erected, altered, placed or permitted to remain on any Lot. No Residence may exceed two (2) levels in height in front. Each Residence shall have an attached garage for not less than two (2) nor more than four (4) vehicles. For any Residence constructed with more than a 2-vehicle garage, the driveway for such Residence must be constructed to taper to a 2-vehicle driveway width as it meets the Street unless otherwise approved in advance by the Review Committee.

(d) All exterior surfaces of any Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee. Vinyl siding on any Residence shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) All portions of foundations exposed and protruding more than twelve inches (12") from and above the ground shall be painted the same color as the body of the Residence.

(f) All Residences shall be constructed using wood, wood clad, vinyl or aluminum windows or other materials for windows which are approved, from time to time, by the Developer or the Review Committee and may have aluminum or other metal storm windows and screens.

(g) All Residences shall be roofed with a minimum of a 30-year composition roof or such other materials as are approved by the Review Committee.

(h) All wood or other non-brick or non-stone exteriors of any Residence (except roofs), if permitted by the Review Committee, shall be painted or stained with high quality products of a color required by the Review Committee. No Residence shall be permitted to stand with its exterior in unfinished condition for longer than six (6) months.

(i) All sewage disposal shall be by means of subterranean sewer pipe connected to the County or local sewer district sewer system.

(j) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on or to each Lot.

(k) All driveways shall be constructed of asphalt or concrete. No rock or gravel driveways shall be permitted. Each Owner of a Residence shall maintain such Owner's driveway in good condition and replace the same when necessary. No driveway may be constructed which permits an additional vehicle to be parked on such driveway without impeding the direct access of any other vehicle to any portion of the garage, such determination to be made in the sole discretion of the Review Committee.

(l) All yards initially shall be fully sodded with the following perennial turf grasses: blue grass, fine blade fescue or fine blade rye. Zoysia grass may be used in certain areas but only as approved in advance by the Review Committee. Use of bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light or topography would make sodding impractical or unreasonably expensive. All Owners shall keep their respective lawns and plantings mowed, trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) shall permit.

(m) One of each of the following items may be constructed on each Lot for personal, non-commercial use by the Owner with approval of the Review Committee: in-ground swimming pool, hot tub or spa and tennis court. The Review Committee may require fencing or screening of such approved items. No above ground or above grade swimming pools shall be permitted on any Lot. No artificial lighting shall be permitted on any tennis court.

(n) One (1) permanent basketball goal may be erected adjacent to or along a Residence's driveway with the prior approval of the Review Committee. Portable basketball goals are not permitted. No artificial lighting shall be permitted on any basketball goal.

(o) No playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Residence.

(p) No fencing of any type shall be erected or installed anywhere on a Lot except with prior approval of the Review Committee which may establish and set, from time to time, requirements for fencing materials, placement, size, height and type.

(q) No sport court may be installed or used, temporarily or permanently, in any front, side or rear yards of any Residence.

(r) Construction of a Residence shall be fully completed within nine (9) months after excavation is started.

ARTICLE 4 USE RESTRICTIONS

Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof (which waiver may not be granted if contrary to any specific prohibition set forth herein), the following restrictions are hereby placed on the Property.

4.1 **Residence Use Only.** Except as specifically provided herein, each Residence shall be used strictly as a family dwelling. No business shall be conducted, or carried on, in or from any Lot or Residence except: (a) marketing or sales activities by the Developer, or its agents, and builders authorized to have model homes may be conducted from model homes or sales trailers and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Residence who are not permanently residing therein and (ii) customers regularly visiting the Residence to conduct business. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial activity is not compatible with the Subdivision for any reason, such as, without limitation, a daycare business which is prohibited.

4.2 **Prohibited and Other Buildings and Structures.** No mobile home or trailer (with or without wheels), basement (without a Residence attached), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time. Other detached structures such as storage or utility sheds, gazebos, permanent cooking and other grills or ovens may be constructed only with approval of the Review Committee obtained in advance of construction which shall approve the location and appearance of such structure and may require screening of such structure from view.

4.3 **Fences.** No fences shall be permitted on any Lot or Common Areas without the prior approval of the Review Committee. The construction methods, materials and location of all fences approved by the Review Committee shall harmonize with the external design of the Residences in the Subdivision. No wire or chain link fences shall be permitted. Under no circumstance shall any fence be permitted in violation of restrictions in any Plat of the Subdivision or any ordinance approving any Plat of the Subdivision or any other Plat affecting the Property. No fence shall be placed in front of the rear wall of the Residence and, for a Residence on a corner Lot, no fence facing a Street may be placed beyond the point where the side wall of the Residence meets the rear wall of the Residence without the prior approval of the Review Committee obtained in advance of construction.

4.4 **Mail Boxes.** If mail delivery via centralized boxes is available, no individual street or curbside mailboxes shall be permitted. If such centralized mail delivery is unavailable, the Review Committee shall approve the design, appearance and location of all mailboxes erected or located on any Lot.

4.5 **Antennas and Other Projections.** No television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothes line, pole (exclusive of permitted basketball goals) or other unsightly projection shall be visible from the exterior of any Residence, including any such item attached to the Residence or located in a yard. The Review Committee may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter, or otherwise in size as permitted by applicable laws and regulations, subject to all conditions the Review Committee attaches to such approval, including the location and applicable screening of the dish, which conditions shall be in accordance with all applicable laws and regulations pertaining to such dishes. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

4.6 **Garages.** No garage may be enclosed for use as a living area. All doors of garages of Residences which are visible from the curb shall be kept closed except when removing motor vehicles or other items from, or the cleaning of, such garage.

4.7 **Flagpoles and Ornamental Light Fixtures.** A flagpole or an ornamental light fixture may be erected or installed in the front yard of a Residence with the approval of the Review Committee obtained in advance of erection or installation of the same. The location, design, materials and method of installation of such items shall be as approved or established in advance by the Review Committee.

4.8 **Holiday Decorations.** Christmas and other holiday lights and decorations may be located on the exterior of any Residence on any Lot only during the period commencing forty-five (45) days prior to such holiday and ending twenty-one (21) days after the same holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall only be as established or permitted by the Review Committee.

4.9 **Septic Tanks.** No septic tanks or other individual sewage disposal system may be constructed on any Lot.

4.10 **Storage Tanks.** No tank for storage of oil or other product may be maintained on any Lot, whether above or below the surface of the ground.

4.11 **Refuse.** No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, except during construction of a Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day.

4.12 **Signs; Advertising.** Except as provided below, no signs, billboards or advertising structures of any kind may be placed or stored on any Lot or visible from the interior of any Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five square feet in size, may be erected or placed on the Lot being sold or leased. The Developer may erect or place "bill board" type signs related to the Subdivision on any Lot owned by it or on any Common Area.

4.13 **Nuisances.** No activity shall be carried on in, on or from any Lot or Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on or from a Lot or Residence whether or not the Owner is involved in, or has knowledge of, such activity.

4.14 **Animals.** At no time shall pit bulls, animals with vicious propensities by breed, bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals or animals requiring special permits from the State of Missouri or United States of America be kept for any period of time in any Residence or on any Lot. Except as otherwise prohibited herein, dogs, cats and other household pets may be kept in a Residence or on a Lot provided they are not kept for breeding or other commercial purposes, are limited to no more than three (3) in total number and the keeping of such animals does not create any unsanitary condition. Doghouses or similar animal shelters shall be located in the back yard, shall be constructed using the same materials as the Residence, including the roof, and shall be painted the same color as the Residence. Runs, kennels or similar structures shall be permitted only with approval of the Review Committee which may, in its sole discretion, impose requirements for such structures as to construction, design, materials, location and screening from view, except under no circumstances shall runs, kennels or similar structures include chain link or other wire fencing.

4.15 **Vehicles.** Except as provided below, no boats or motor vehicles, including automobiles, trucks, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers and motorcycles, may be parked, stored or kept on any Lot except in an enclosed garage. However, one (1) passenger vehicle (i.e. automobile or pickup truck not larger than ¾ tons) in operable, drivable condition may be parked on a driveway at any time. Any other passenger vehicles, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing on the Lot may be parked in the driveway or at the curb but for no more than twenty-four (24) consecutive hours and during no more than any portion of seven out of fourteen consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street. All vehicles that are not drivable, whose presence makes an unsightly appearance or creates a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Common Area or at the curb for more than twenty-four (24) consecutive hours.

4.16 **Occupancy; Repair.** No Residence shall be occupied until it is fully completed, except for exterior painting and minor trim details. In the event of fire, windstorm or other damage, no Residence shall be permitted to remain in a damaged condition longer than three (3) months.

4.17 **Storage of Construction Materials.** No building material of any kind or character shall be placed or stored on any Lot or Common Area until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area if and as approved in advance by the Review Committee.

4.18 **Landscaping Easement.** Except as permitted by any Plat of the Subdivision and the Review Committee, no Improvement or personal property shall be located in any buffer strip shown on any Plat of the Subdivision or any other Plat affecting the Property.

4.19 **Maintenance of Lawns and Plantings.** All lawns and plantings shall be maintained and kept in good condition. No Owner shall permit grass to reach a height of six inches (6") or more or otherwise permit such Owner's lawn or plantings to create an unsightly appearance. If an Owner fails to comply with this restriction, the Association may have such grass cut or otherwise correct such unsightly appearance and all costs thereof shall be assessed and collected from such Owner in the same manner as Assessments under the Homes Association Declaration.

4.20 **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on plats of the Subdivision or by separate recorded instruments. No structure, except driveways,

paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the such utility easement. No structure, planting or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements or (c) obstructs or retards the flow of water through drainage channels or its collection in detention ponds or basins in the easements. All structures located in any such easement shall be continuously maintained by the Owner of the Lot burdened with the easement except for those structures for which a public authority, a utility company or the Association is responsible.

4.21 **No Subdividing.** No Lot may be subdivided without the prior approval of the Review Committee. Any approved subdivision of a Lot shall also be subject to compliance with all codes and ordinances of the County, including its subdivision regulations.

4.22 **No Mining Activities.** No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind. The prohibitions of this Article 4.22 may not, under any circumstances, be waived or amended by the Review Committee, the Board of directors, the Owners or the Members.

4.23 **No Hunting, Firearms or Archery Use Permitted.** No hunting or use of any kind of air rifles, air pistols, firearms, bows, crossbows, arrows, bolts or other archery equipment, spears, blowguns or similar devices shall be permitted or conducted by any Owner, or by any Owner's guests, tenants or invitees, at any time on any Lot or any other portion of the subdivision or the Property, including the Common Area.

ARTICLE 5 STREETS AND COMMON AREAS

5.1 **Streets.** The Streets will be shown on the Plats of the Subdivision. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse any Street. All Private Streets, if any, are hereby dedicated by the Developer to the Association. The Developer will convey to the Association, by special warranty deed, all Private Streets in their then present condition. The Association shall hereafter own, manage, repair, maintain, replace, improve, operate and otherwise deal with all Private Streets and the Developer shall have no further responsibility or obligation of any kind with respect thereto after the date of this Declaration or completion of their initial construction, whichever is later. Streets dedicated to the County are under its control and no work is permitted thereon without prior approval of the County.

5.2 **Common Areas.** The Developer hereby dedicates the Common Area to the Association. Upon the completion of the initial construction of any facilities or Improvements for the Common Area, the Developer will convey to the Association, by special warranty deed, the Common Area in its then present condition. Upon completion of the initial construction of the facilities or improvements on any Common Area, the Developer shall have no further responsibility or obligation of any kind with respect to such Common Area. The Common Areas shall be used only for their intended purposes. Private open areas, areas for monuments, signs or similar structures and any detention facility areas are shown on the Plats for the Subdivision and limited to such uses and are not an extension of any Lots.

5.3 **Maintenance of Private Streets and Commons Areas.** Except as specifically provided herein, the Association shall maintain, manage, operate, replace, repair and improve any Private Streets (which are any streets not dedicated to the County) and Common Areas, including all Improvements thereon. The Association shall **not** be responsible for maintaining, managing, operating, replacing, repairing or improving any Street that is dedicated to the County and thus is a public street. The Owners of Lots abutting and immediately contiguous to any Street shall (a) maintain in good condition and repair the unpaved portion of the right-of-way contiguous to the Lot and the portion of the driveway for the Lot located in such right-of-way and (b) shall remove all accumulation of snow and ice from any sidewalk within such right-of-way. The Association is and shall be authorized to adopt and enforce reasonable rules and regulations regarding Lot Owners' responsibilities for maintenance and repair of such areas. Any Owner damaging or abusing any Street or the Common Area shall be responsible to the Association for all costs incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street,

including, without limitation, street lights, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager (as defined in the Homes Association Declaration) or third parties to carry out all activities permitted by this Section 5.3.

ARTICLE 6 EXPANSION PROPERTY

6.1 **Reservation of Right to Expand.** The Developer hereby reserves the absolute right to unilaterally expand the Property, from time-to-time, to include additional Lots, Common Area and other property in the Subdivision and other property that has not yet been subdivided ("Expansion Property"). The addition of Expansion Property shall be done by the Developer upon filing of one or more Supplemental Declarations of record in the offices of the Recorder of Deeds for Platte County, Missouri, at Platte City. Expansion Property may be added in stages by successive supplements or in one supplemental expansion.

6.2 **Declaration Operative to New Lots.** The Expansion Property shall be subject to all of the terms and conditions of this Declaration, the Homes Association Declaration and all Supplemental Declarations upon filing the supplemental or amended plat depicting the Expansion Property and any Supplemental Declaration in the office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

6.3 **Expansion of Definitions.** If the Property included in the Subdivision is expanded as provided in this Article 6, all definitions used in this Declaration shall be automatically expanded to include the Expansion Property.

6.4 **Reservation of Right to Remove.** The Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Declaration any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the "Removed Property"). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

ARTICLE 7 PROPERTY RIGHTS OF OWNERS

7.1 **Owner's Easement of Enjoyment.** Subject to the other terms of this Declaration, every Owner has a non-exclusive right in, and easement of enjoyment of, the Common Area. Such easement shall be appurtenant to, and pass with, title to every Lot; provided, however, such easement is subject to the control of the Board of Directors of the Association and any limitations the Board may impose, as allowed herein, in the Homes Association Declaration or the Bylaws.

7.2 **Recorded Easements.** The Property shall be subject to all easements as shown on any recorded Plat for the Subdivision and to all other easements of record, or of use, as of the date this Declaration or any Supplemental Declaration is recorded.

7.3 **Developer's Rights Incident to Construction.** The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under, and across the Common Area, together with the right to store materials on the Common Area and to make such other use of the Common Area as is reasonably necessary or incident to the construction of Residences on the Lots or other Improvements on the Property or other real property owned by the Developer. The Developer may not exercise the foregoing rights in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Lots or the Subdivision by the Owners.

7.4 **Reservation of Easements, Exceptions, and Exclusions.** he Developer reserves and hereby grants to the Association the concurrent right to establish, from time-to-time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Area, for any purpose, including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions, and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.

7.5 **Emergency Access Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their duties.

7.6 **View.** No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, fence, Improvement, planting material or other item on any other part of the Subdivision, which is permitted by this Declaration, because such structure, fence, Improvement, planting material or other item obstructs any view from the affected Lot.

7.7 **Delegation of Use.** Any Owner may, in accordance with and subject to the limitations of the Association Documents, delegate such Owner's right of enjoyment to the Common Area to the members of such Owner's family, guests, tenants and invitees.

ARTICLE 8 INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

8.1 **Inseparability.** Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Lot, including the Residence and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance or other conveyance, respectively, of the entire Lot, including all easements, licenses and all other appurtenant rights created by law or by this Declaration or by the Homes Association Declaration.

8.2 **No Partition.** The Common Area shall be owned by the Association, and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area.

8.3 **Property Rentals.** A Residence may be used for non-transient occupancy by its Owner and the Owner's family, servants, agents, guests, invitees and tenants. The Owner may rent the Lot and Residence for a term of one (1) year or more subject to all the terms hereof, including those prohibiting use of the Residence for commercial purposes.

ARTICLE 9 DURATION OF DECLARATION; AMENDMENT

9.1 **Term.** The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2029, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the expiration of any such period by a majority vote of the Members.

9.2 **Amendment.** Except as otherwise provided herein, at all times while the Developer is a Class B Member of the Association, this Declaration may be amended, altered or modified only by Supplemental Declarations signed by the Developer. During any time in which the Developer is not a Class B Member but still owns Lots, this Declaration may be amended, altered or modified by a Supplemental Declaration signed by (a) the Developer and (b) the Class A Members holding a majority of the votes possible to be cast under the Homes Association Declaration. Except as otherwise provided herein, at all other times, this Declaration may be amended by Supplemental Declaration signed by Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under the Homes Association Declaration. Proper approval of all amendments shall be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that signatures of the Developer or a sufficient number of Owners approving the amendment, as applicable, are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Such amendments may amend the terms of this Declaration as it effects all existing Lots, including terms which impose additional covenants, conditions, restrictions and easements on all such Lots. Any amendment that effects less than all existing Lots in the Subdivision shall be effective only as to those Lots where the Owners thereof agree to such amendment.

9.3 **Revocation; Termination.** This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under the Homes Association Declaration and the additional approval of the Developer at all times it is either a Class B Member

of the Association or owns any Lots. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Section 9.2 for amendments hereof.

9.4 **Amendments Requiring County Consent.** Notwithstanding any other provision herein, no modification or amendment of this Declaration which conflicts with (a) any Plat of any portion of the Subdivision, (b) any agreement entered into by the Developer and the County concerning the Subdivision or (c) any County ordinance or code, may be made or become effective without the prior written consent of the County.

9.5 **Amendments for Landscaping/Fencing Restrictions.** In connection with the platting of any portion of the Property, the Developer may, and hereby reserves the right, by Supplemental Declaration or otherwise, to impose landscaping, buffering, fencing and other restrictions on certain Lots or portions thereof.

ARTICLE 10 GENERAL PROVISIONS

10.1 **Enforcement.** Except as otherwise provided herein, the Developer, the Association and the Board of Directors has the right and power to enforce this Declaration. Failure of the Developer, the Association or the Board of Directors to enforce any provision contained herein shall not be deemed a waiver of the right to do so at a subsequent time. If the Developer or the Association successfully enforces any term of this Declaration, it shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced.

10.2 **Severability.** If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.3 **Rule Against Perpetuities.** Notwithstanding anything in this Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.

10.4 **Developer's Right to Assign.** The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Section 10.4.

10.5 **Release of Liability.** The Developer, the Association, the Board of Directors or the Review Committee, and their respective officers, directors, stockholders, members, employees or agents, shall not, either individually, or jointly and severally, be liable to any Owner, Member or other person for any discretionary action taken, or not taken, under the terms hereof, including, without limitation, approval or disapproval of, or failure to approve, any application for enforcement or non-enforcement of the terms hereof.

10.6 **Indemnification.** To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Committee and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Developer, by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Committee) whether or not he or she is a director, an officer or a member of the Review Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that

such officer, director, member of the Review Committee or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

ARTICLE 11
RESTRICTIONS AND PROVISIONS APPLICABLE TO FIRST PLAT PROPERTY

11.1 Landscaping Reservations, Rights, Easements and Restrictions Applicable to Portions of Certain Lots of First Plat Property. The northerly fifteen (15) feet of Lots 1, 24, 30, 39, 40 and 50 of the First Plat Property and the southerly fifteen (15) feet of Lots 25 and 29 of the First Plat Property, which abut 123rd Street (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, community identification monuments, sculptures or art works and fencing of any kind (i.e. split rail, white farm, cedar, wrought iron 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.

11.2 Fencing Restrictions on Certain Lots of First Plat Property. The Owners of Lots 1 through and including 8, 24, 25, 29, 30, 39, 40 and 50 of the First Plat Property shall not at any time install, erect or construct on or in any part of any of the Lots 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 any of such Lots and remove or cause the removal of any such fencing without liability of any kind to any Owner, without prior notice, and no Owner shall have any recourse against the Developer or the Association for such entry and removal.

11.3 Use and Maintenance of Tract A of First Plat Property. Tract A of the First Plat Property shall be permanently and perpetually used and maintained by the Association under the terms of the Homes Association Declaration as a landscaped buffer strip also providing open green space and for Subdivision entrance or identification monumentation. The landscaped buffer within said Tract A shall consist of two-inch (2") caliper deciduous trees and six-foot (6') evergreen trees.

IN WITNESS WHEREOF, the Developer has caused this 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.]

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

ATTEST:

By: _____

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

By: _____

Donald K. Hagan
Donald K. Hagan, Secretary

ACKNOWLEDGMENT

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

On this 12th day of July, 2004, before me, the undersigned Notary Public, in and for said County and State, personally 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 same on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
 Notary Public - Notary Seal
 (Notary Seal) **STATE OF MISSOURI**
County of Clay
 My Commission Expires November 1, 2005

Donna K. Willis
 Signature of Notary Public

DONNA K. WILLIS
 Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
 Typed or Printed Name of Notary
 My Commission Expires November 1, 2005

My Commission expires:

11/1/05

023184

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY PRIOR TO PLATTING

A subdivision of land in the Southwest Quarter of Section 18, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Southwest Quarter; thence South 0°26'03" West along the East line of said Southwest Quarter, 591.80 feet to the True Point of Beginning to be herein described; thence continuing South 0°26'03" West along said East line, 772.63 feet; thence South 89°56'46" West, 1122.29 feet; thence North 0°02'16" West, 130.29 feet; thence South 89°57'44" West, 1.00 feet; thence North 0°02'16" West, 185.00 feet; thence South 89°57'44" West, 24.16 feet; thence North 06°12'25" East, 65.71 feet; thence North 14°16'19" East, 286.84 feet; thence North 62°11'07" West, 31.50 feet; thence North 27°48'53" East, 60.00 feet; thence North 20°49'08" East, 204.54 feet; thence North 09°19'57" East, 31.53 feet; thence South 68°11'16" East, 273.13 feet; thence South 33°30'51" East, 78.74 feet; thence South 02°36'53" West, 175.40 feet; thence Easterly on a curve to the left, having an initial tangent bearing of North 89°32'49" East, a radius of 545.00 feet, a central angle of 12°45'34", an arc distance of 121.37 feet; thence Northerly on a curve to the left, having a common tangent with the last described course, a radius of 15.00 feet, a central angle of 73°20'25", an arc distance of 19.20 feet; thence North 03°26'50" East, 26.98 feet; thence South 86°33'10" East, 50.00 feet; thence Easterly on a curve to the left, having an initial tangent bearing of South 03°26'50" West, a radius of 15.00 feet, a central angle of 111°02'12", an arc distance of 29.07 feet; thence North 72°24'38" East, 251.98 feet; thence Easterly on a curve to the right, tangent to the last described course, having a radius of 640.00 feet, a central angle of 18°01'26", an arc distance of 201.33 feet; thence South 89°33'57" East, 2.22 feet; thence Northerly on a curve to the left, tangent to the last described course, having a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence South 89°33'57" East, 40.00 feet to the True Point of Beginning. Containing 19.30 acres, more or less.

PLATTED LEGAL DESCRIPTION OF PROPERTY

Lots 1 through and including 50, and Tract A, RUNNING HORSE – FIRST PLAT, a major subdivision in Platte County, Missouri, according to the recorded plat thereof.

42
 STATE OF MISSOURI SS
 COUNTY OF PLATTE
 I CERTIFY INSTRUMENT RECEIVED

2005 NOV 23 P 3: 50

RECORDED BOOK 1071 PG. 856
 IDA COX, PLATTE CO. RECORDER

Gloria Bayer
 Deputy 24.75
 17.25

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE) KCT

Document Title: First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse
 Document Date: October 18, 2005
 Grantor Names: Hunt Midwest Real Estate Development, Inc.
 Grantee Names: N/A
 Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161
 Legal Description: See Exhibits A and B attached
 Reference Book and Page: Document No. 23184, Book 1047, Page 743

FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE (this "Supplemental Declaration") is made and executed as of October 18, 2005, 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 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - 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 (the "Property" and, as expanded as set forth below, the "Running Horse Property"), which First Plat was approved on April 13, 2004, by Platte County, Missouri (the "County"), and was recorded on November 30, 2004, under Document No. 23183, in Book 20, at Page 59, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

This document has been recorded in the Platte County Recorder's Office. Contact this office for certified copies: Recorder of Deeds - Ida Cox, 415 3rd St., Suite 70, Platte City MO 64079, (816) 858-3326

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots and Common Areas, as defined therein.

D. On July 22, 2005, the Developer executed that certain subdivision plat entitled "RUNNING HORSE – SECOND PLAT" (the "Running Horse Second Plat"), covering the real property formerly legally described as shown therein and on **Exhibit A** to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on **Exhibit B** attached to this Supplemental Declaration (collectively, the "First Expansion Property"), which Running Horse Second Plat was approved on November 23, 2005, by the County, and was recorded on November 23, 2005, under Document No. 22103, in Book 20, at Page 123, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

E. The Developer presently owns all of the Lots (including any private open space, storm water detention areas or other tracts) and any Common Areas shown on the Running Horse Second Plat.

F. The Developer desires to exercise its right to further expand the Running Horse Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the First Expansion Property and to subject the First Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer owns any Class B stock of The Running Horse Home Owners Association (the "Association"), the Declaration may be amended, with the consent of the Developer, by adoption of a supplemental declaration which is approved by a majority of the votes possible to be cast under the Homes Association Declaration (the "Homes Association Declaration") by Members of the Association (including the Developer).

H. The Developer presently owns all of the Class B stock of the Association and it owns Lots entitling it to cast a majority of the votes possible to be cast under the 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 Running Horse Property to include the additional Lots, Tracts (including any private open space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the First Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Running Horse Second Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Recording of the Running Horse Second Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the First Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Running Horse Second Plat and this Supplemental Declaration to include the First Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Running Horse Second Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots and Common Areas.** The new Lots, Tracts (including any private open space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the First Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Running Horse Second Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

5. **Use and Maintenance of Tracts B and C as Private Open Space.** Tracts B and C shown on or in the Running Horse Second Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas.

6. **Public Trail Easement on Tract B.** Pursuant to the Running Horse Second Plat, the Developer or the Association, as applicable, shall grant to the County a perpetual easement to locate, construct and maintain (or authorize the location, construction and maintenance) and use of a public use trail over and along Tract B. Such public trail easement shall be recorded in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City within thirty (30) days after the construction of the public trail pursuant to the standards of the County's Parks and Recreation Department and shall grant the same forever to the County for public use for trails, parks or other recreational uses and reasonably related uses.

7. **Fencing Restriction on Certain Lots.** Lots 52 through and including 61 of the Running Horse Second Plat are hereby 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.

8. **No Fencing on Certain Lots.** The Owners of Lots 51, 90, 91, 92, 93 and 104 of the Running Horse Second Plat shall not at any time install, erect or construct on or in any part of such Lots any fencing of any type and, in the event of any violation of the foregoing restriction, the Developer or the Association at any time may enter upon such Lots and remove or cause the removal of such fencing without liability of any kind to the Owners, without prior notice, and the Owners shall have no recourse against the Developer or the Association for such entry and removal.

9. **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 previously supplemented and amended, 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 Running Horse Property, the First Expansion Property or any Lot 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.

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

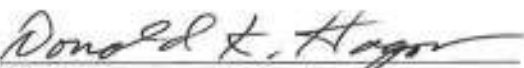
By:



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

ATTEST:

By:


Donald K. Hagan, Secretary

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 18th day of October, 2005, 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 Supplemental Declaration 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.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

Donna K. Willis
Signature of Notary Public
DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
Typed or Printed Name of Notary
My Commission Expires November 1, 2005

My Commission expires:

11/1/05

BK1071PG0856

**EXHIBIT A
TO
FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

Legal Description of First Expansion Property Prior to Platting

A subdivision of land in the Southwest Quarter and the Northwest Quarter of Section 18, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows:

Beginning at the Northeast corner of said Southwest Quarter; thence South 0°26'03" West along the East line of said Southwest Quarter, 591.80 feet to a point on the Northerly line of RUNNING HORSE – FIRST PLAT, a subdivision in Platte County, Missouri; thence North 89°33'57" West along said Northerly line, 40.00 feet; thence Southerly along said Northerly line, on a curve to the right, having an initial tangent bearing of South 0°26'03" West, a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence North 89°33'57" West along said Northerly line, 2.22 feet; thence Westerly along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 640.00 feet, a central angle of 18°01'26", an arc distance of 201.33 feet; thence South 72°24'38" West along said Northerly line, 251.98 feet; thence Northerly along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 111°02'12", an arc distance of 29.07 feet; thence North 86°33'10" West along said Northerly line, 50.00 feet; thence South 03°26'50" West along said Northerly line, 26.98 feet; thence Westerly along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 73°20'25", an arc distance of 19.20 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 545.00 feet, a central angle of 12°45'34", an arc distance of 121.37 feet; thence North 02°36'53" East along said Northerly line, 175.40 feet; thence North 33°30'51" West along said Northerly line, 78.74 feet; thence North 68°11'16" West along said Northerly line, 273.13 feet; thence South 09°19'57" West along said Northerly line, 31.53 feet; thence South 20°49'08" West along said Northerly line, 204.54 feet; thence South 27°48'53" West along said Northerly line, 60.00 feet; thence South 62°11'07" East along said Northerly line, 31.50 feet; thence South 14°16'19" West along said Northerly line, 73.37 feet; thence North 77°50'46" West along said Northerly line, 189.54 feet; thence North 12°09'14" East, 37.08 feet; thence North 77°50'46" West, 140.00 feet; thence North 12°06'25" East, 97.63 feet; thence North 74°20'50" West, 5.10 feet; thence North 15°39'10" East, 60.00 feet; thence North 15°58'52" East, 227.20 feet; thence North 72°41'31" West, 140.55 feet; thence North 69°10'57" West, 215.66; thence North 74°10'18" West, 178.68 feet; thence North 72°40'45" West, 50.00 feet; thence North 17°19'15" East, 11.25 feet; thence North 72°40'45" West, 106.72 feet; thence North 18°15'58" East, 136.79 feet; thence Westerly on a curve to the right, having an initial tangent bearing of North 69°08'53" West, a radius of 775.00 feet, a central angle of 0°57'27", an arc distance of 12.95 feet; thence North 68°11'26" West, 2.10 feet; thence North 21°48'34" East, 50.00 feet; thence North 19°16'43" East, 140.14 feet; thence North 0°01'13" West, 165.51 feet; thence North 89°58'47" East, 754.02 feet; thence South 30°58'20" East, 473.79 feet to a point on the North line of said Southwest Quarter; thence North 89°55'43" East along said North line, 880.75 feet to the Point of Beginning. Containing 30.80 acres, more or less.

Note: The above-described First Expansion Property has been platted. The recording information identifying the Running Horse Second Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit A** is attached.

**EXHIBIT B
TO
FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

Description of Lots Contained in the Running Horse Second Plat

Lots 51 through and including 104 and Tracts B & C, RUNNING HORSE – SECOND PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

BK 11071 PG 0856

**CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION**

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of The Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the Owner and holder of all Class B stock of The Running Horse 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 18th day of October, 2005.



Tamara S. Henderson

BK11071P60856

012165

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6

21 75
17 25

STATE OF MISSOURI
COUNTY OF PLATTE MO
CERTIFY INSTRUMENT RECEIVED

2007 JUL 30 P 3:08 P

RECORDED BOOK 1108 PG 245
GLORIA DYER, PLATTE CO. RECORDER

Seni Davis
Deputy

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

KANSAS CITY TITLE

Document Title: Second Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse

Document Date: July 5, 2007

Grantor Names: Hunt Midwest Real Estate Development, Inc.

Grantee Names: N/A none

Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161

Legal Description: See Exhibit A attached

Reference Book and Page: Document No. 23184, Book 1047, Page 743

SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE (this "Supplemental Declaration") is made and executed as of July 5, 2007, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), ROBERT A. MICKELBORO, JR. and SARITZA MICKELBORO, husband and wife, and APEX HOMES, INC., a Kansas corporation (the "Undersigned Lot Owners").

RECITALS:

A. On August 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - 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 "Running Horse Property"), which First Plat was approved on April 13, 2004, by Platte County, Missouri, and was recorded on November 30, 2004, under Document No. 23183, in Book 20, at Page 59, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City;

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in said Recorder of Deeds Office (the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Running Horse Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value. All capitalized terms or words in this Supplement shall have the meanings and definitions ascribed to them in the Declaration;

BK 1108 PG 0245

C. The Developer has also executed that certain Homes Association Declaration of The Running Horse Homes Owners Association (the "Association"), dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23185, in Book 1047, at Page 744, in said Recorder of Deeds Office (the "Homes Association Declaration");

D. The Undersigned Lot Owners presently own Lots 1, 2 and 8 of those Lots described on **EXHIBIT A**, the Developer owns the remaining Lots described on **EXHIBIT A**, and the Developer is the sole Class B Member of the Association;

E. Under 9.2 of the Declaration, at any time the Developer is a Class B Member of the Association, the Declaration may be amended, by the execution of a supplemental declaration which is approved and signed by the Developer;

F. The Undersigned Lot Owners are willing to subject their respective Lots to the amended and modified restrictions and reservations set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer and the Undersigned Lot Owners state and declare as follows:

1. **Amendment and Modification of Section 11.2.** Section 11.2 of the Declaration is amended and modified by removing Lots 1 through and including 8 of the First Plat Property from the fencing restrictions therein contained.

2. **Fencing Restrictions on Lots 1 through 8 of First Plat Property.** Lots 1 through and including 8 of the First Plat Property (for purposes of this paragraph only, referred to as the "Restricted Lots") are hereby subjected to the following:

(a) The Developer (and only the Developer and not any of the Lot Owners of the Restricted Lots) shall construct a powder coated, black steel fence along those portions of the rear/back lot lines of the Restricted Lots which directly abut or are contiguous with Tract A of the First Plat Property, with such powder coated, black steel fence meeting specifications therefor established by the Review Committee. Following the initial construction of such fencing by the Developer, the Association shall maintain, repair and replace the same when and as necessary.

(b) With respect to Lot 1 of the First Plat Property, no fencing of any type, other than that to be installed by the Developer pursuant to Paragraph 2.(a) above, shall at any time be installed, erected or constructed on such Lot 1 by the Owner thereof and, in the event of any violation thereof, the Developer or the Association at any time may enter upon such Lot 1 and remove or cause the removal of such fencing without liability, and such Lot 1 Owner shall have no recourse against the Developer or the Association for such entry and removal.

(c) With respect to Lots 2 through and including 8 of the First Plat Property, the Owners thereof may erect and install only powder coated, black steel fencing (which must be identical in type, quality, materials and appearance (including height) to that installed by the Developer pursuant to Paragraph 2.(a) above) at such locations on such Lots, other than along the rear/back Lot line, as approved in advance by the Review Committee. Such fence installation shall be subject to the provisions of Section 4.3 of the Declaration (to the extent not inconsistent with these provisions) and shall not be installed or erected without the prior approval of the Review Committee.

3. **Ratification of Declaration.** The Developer, on behalf of itself as the sole Class B Member and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, and the Undersigned Lot Owners, hereby ratify, affirm and confirm 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, the

Undersigned Lot Owners 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 Running Horse Property or any Lot otherwise subject to the terms hereof.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officers and the Undersigned Lot Owners have executed this Supplemental Declaration as of the day and year first above written.

DEVELOPER:**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By:

Ora Reynolds, VP.

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

ATTEST:

By:

Donald K. Hagan

Donald K. Hagan, Secretary

UNDERSIGNED LOT OWNERS:**APEX HOMES, INC.**

By:

Dave J. Smith, President

Printed Name:

Dave J. Smith

Title:

*President**Robert A. Michellboro, Sr.*

Robert A. Michellboro, Sr.

Sandra M. Michellboro

Sandra M. Michellboro

STATE OF MISSOURI)

) SS.

COUNTY OF CLAY)

On this 18th day of June, 2007, 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}

DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

Signature of Notary Public in and for said County and State

Donna K. Willis
DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

Typed or Printed Name of Notary Public

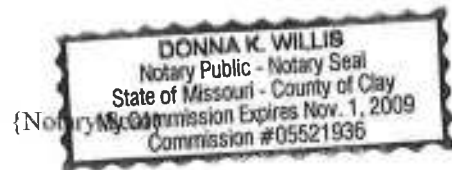
My Commission Expires:

11/1/09

STATE OF MISSOURI)
) SS.
 COUNTY OF Clay)

On this 28 day of June, 2007, before me, the undersigned Notary Public, appeared Dave Smith, who, being by me duly sworn, did say that he/she is the President of Apex Homes, Inc., a Missouri corporation, that he/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 he/she acknowledged that he/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.



Donna K. Willis
 Signature of Notary Public in and for said County and State



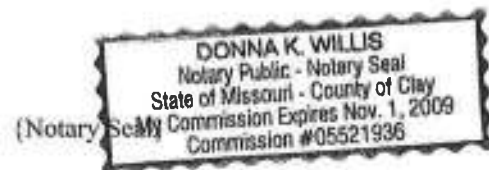
My Commission Expires:

11/1/09

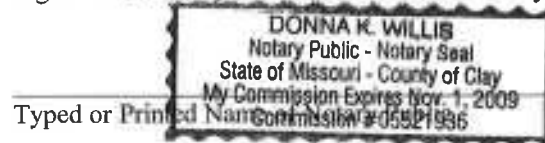
STATE OF MISSOURI)
) SS.
 COUNTY OF Clay)

On this 26 day of July, 2007, before me, the undersigned Notary Public, appeared Robert A. Mickelbore and Sarah M. Mickelbore, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Second Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K. Willis
 Signature of Notary Public in and for said County and State



My Commission Expires:

11/1/09

**EXHIBIT A
TO
SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

Lots 1 through 8, RUNNING HORSE – FIRST PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the sole Class B Member of The Running Horse Home Owners Association and entitled to cast a majority of the votes under the Homes Association Declaration.

Dated this 5th day of July, 2007.


Tamara S. Henderson

KANSAS CITY TITLE
RETURN TO:

FILE NO.

Kathy P.
66638



48
9

STATE OF MISSOURI SS
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

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2008 APR -3 P 2:32 R

RECORDED BOOK 1120 PG 584
GLORIA BOYER, PLATTE CO. RECORDER

30 75
1725

Cheryl G. Gadwood
Deputy

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

KANSAS CITY TITLE

Document Title: Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements
of Running Horse
Document Date: March 18, 2008
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: N/A
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161
Legal Description: See Exhibit A attached
Reference Book and Page: Document No. 23184, Book 1047, Page 743

**THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE (this "Supplemental Declaration") is made and executed as of March 18, 2008, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), APEX HOMES, INC., a Kansas corporation, MCFARLAND CUSTOM BUILDERS, INC., a Missouri corporation, JOSEPH M. MCCOY, individual, JON K. AND SHAUNA M. COOPER, husband and wife, and RICHARD AND SHELIA GADWOOD, husband and wife (the "Undersigned Lot Owners").

RECITALS:

A. On August 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - 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 "Running Horse Property"), which First Plat was approved on April 13, 2004, by Platte County, Missouri, and was recorded on November 30, 2004, under Document No. 23183, in Book 20, at Page 59, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

B. On July 22, 2005, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - SECOND PLAT" (the "Second Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A to the First Supplemental Declaration described below), and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked on the described Plat and as identified on Exhibit B attached to the First Supplemental Declaration (collectively, the "First Expansion Property"), which Second Plat was approved on November 16, 2005, by the County, and was recorded on November 23, 2005, under Document No. 22103, in Book 20, at Page 123, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

BK 1120 PG 0584

C. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in said Recorder of Deeds Office, which has been amended and supplemented by the First Supplement thereto and the Second Supplement thereto (the "Declaration"), pursuant to which the Developer subjected the Property (including the First Expansion Property) to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Running Horse Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value. All capitalized terms or words in this Supplement shall have the meanings and definitions ascribed to them in the Declaration.

D. The Developer has also executed that certain Homes Association Declaration of The Running Horse Homes Owners Association (the "Association"), dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23185, in Book 1047, at Page 744, in said Recorder of Deeds Office, which has been amended by the First Supplement thereto (the "Homes Association Declaration").

E. The Undersigned Lot Owners presently own Lots 1, 24, 39, 40 and 50 of those Lots described on **EXHIBIT A**, the Developer owns the remaining Lots described on **EXHIBIT A**, and the Developer is the sole Class B Member of the Association.

F. Under 9.2 of the Declaration, at any time the Developer is a Class B Member of the Association, the Declaration may be amended by the execution of a supplemental declaration which is approved and signed by the Developer.

G. The Undersigned Lot Owners are willing to subject their respective Lots to the amended and modified restrictions and reservations set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer and the Undersigned Lot Owners state and declare as follows:

1. **Deletion of Section 8 of First Supplement**. Section 8 of the First Supplemental Declaration, which prohibits fencing on Lots 51, 90, 91, 92, 93 and 104 of the Second Plat Property, is hereby deleted.

2. **Fencing Restrictions on Certain Lots of First and Second Plat Properties**. Lots 1, 24, 25, 29, 30, 39, 40 and 50 of the First Plat Property and Lots 51, 90, 91, 92, 93 and 104 of the Second Plat Property (for purposes of this paragraph only, referred to as the "Restricted Lots") are hereby subjected to the following:

(a) The Developer has constructed a steel fence along Running Horse Road having the following specifications:

Montage Majestic residential fence panels by Ameristar
4' High – 3 Rail Steel Fence
1 1/4" x 3/4" horizontal channels
5/8" x 5/8" pickets
2" x 2" wall post with mounting brackets for fence.

(b) The Owners of the Restricted Lots may erect and install steel fencing (which must be identical in type, quality, materials and appearance to that installed by the Developer pursuant to Paragraph 2.(a) above), along the side yards and rear/back Lot lines, at locations and as approved in advance by the Review Committee. Such fence installation shall be subject to the provisions of Section 4.3 of the Declaration (to the extent not inconsistent with these provisions) and shall not be installed or erected without the prior approval of the Review Committee.

3. **Ratification of Declaration**. The Developer, on behalf of itself as the sole Class B Member and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, and the Undersigned Lot Owners, hereby ratify, affirm and confirm 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, the Undersigned Lot Owners 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 Running Horse Property or any Lot otherwise subject to the terms hereof.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officers and the Undersigned Lot Owners have executed this Supplemental Declaration as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By:


Ora H. Reynolds, Vice President and General Manager


ATTEST:

By:


Donald K. Hagan, Secretary

UNDERSIGNED LOT OWNERS:


Apex Homes, Inc.



McFarland Custom Builders, Inc.


Joseph M. McCoy


Jon K. Cooper


Richard Gadwood

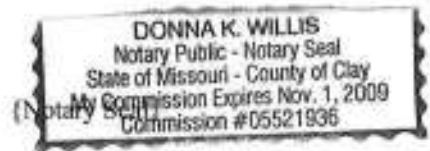

Shauna M. Cooper


Shelia Gadwood

STATE OF MISSOURI)
) SS.
 COUNTY OF CLAY)

On this 18th day of March, 2008, 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 Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Third 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.



Donna K. Willis
 Signature of Notary Public in and for said County and State



My Commission Expires:

11/1/09

Typed or Printed Name of Notary

STATE OF MISSOURI)
) SS.
 COUNTY OF Clay)

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Dave Smith, who, being by me duly sworn, did say that he is the President of Apex Homes, Inc., a Kansas corporation, that he executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, with full authority to do so, and he acknowledged that he 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.



Signature of Notary Public in and for said County and State

Typed or Printed Name

My Commission Expires:

11/1/09

STATE OF MISSOURI)
) SS.
 COUNTY OF Clay)

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Kenny McFarland, who, being by me duly sworn, did say that he is the President of McFarland Custom Builders, Inc., a Missouri corporation, that he executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, with full authority to do so, and he acknowledged that he 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.



Signature of Notary Public in and for said County and State

Typed or Printed Name

My Commission Expires:

11/1/09

STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Joseph M. McCoy, who, being by me duly sworn, did say that he executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K. Willis
Signature of Notary Public in and for said County and State



My Commission Expires:

11/1/09

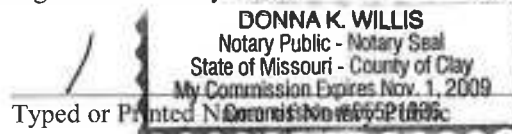
STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Jon K. Cooper and Shauna M. Cooper, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K. Willis
Signature of Notary Public in and for said County and State



My Commission Expires:


11/1/09

STATE OF MISSOURI)
) SS.
 COUNTY OF Clay

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Richard Gadwood and Shelia Gadwood, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.




 Signature of Notary Public in and for said County and State


 Typed or Printed Name of Notary Public

My Commission Expires:

11/1/09

47/1

Recorded in Platte County, Missouri
Recording Date/Time: 07/25/2013 at 01:12:41 PM
Instr Number: 2013011853
Book: 1215 Page: 564
Type: DE DEC
Pages: 7
Fee: \$42.00 \$



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...
Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Fourth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse
Document Date: June 11, 2013
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: Hunt Midwest Real Estate Development, Inc.
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161
Legal Description: See Exhibits A and B attached
Reference Book and Page: Document No. 23184, Book 1047, Page 743

FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE

THIS FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE (this "Supplemental Declaration") is made and executed as of June 11, 2013, 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 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE – 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 (the "Property" and, as expanded as set forth below, the "Running Horse Property"), which First Plat was approved on April 13, 2004, by Platte County, Missouri (the "County"), and was recorded on November 30, 2004, under Document No. 23183, in Book 20, at Page 59, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City, which has been supplemented, amended and modified by the First, Second and Third Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots and Common Areas, as defined therein.

D. On July 23, 2013, the Developer executed that certain subdivision plat entitled "RUNNING HORSE – THIRD PLAT" (the "Running Horse Third Plat"), covering the real property formerly legally described as shown therein and on **Exhibit A** to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on **Exhibit B** attached to this Supplemental Declaration (collectively, the "Second Expansion Property"), which Running Horse Third Plat was approved on July 25, 2013, by the County, and was recorded on July 25, 2013, under Document No. 201301852, in Book 21, at Page 52, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

E. The Developer presently owns all of the Lots (including any private open space, storm water detention areas or other tracts) and any Common Areas shown on the Running Horse Third Plat.

F. The Developer desires to exercise its right to further expand the Running Horse Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Second Expansion Property and to subject the Second Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer owns any Class B stock of The Running Horse Home Owners Association (the "Association"), the Declaration may be amended, with the consent of the Developer, by adoption of a supplemental declaration which is approved by a majority of the votes possible to be cast under the Homes Association Declaration (the "Homes Association Declaration") by Members of the Association (including the Developer).

H. The Developer presently owns all of the Class B stock of the Association and it owns Lots entitling it to cast a majority of the votes possible to be cast under the 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 Running Horse Property to include the additional Lots, Tracts (including any private open space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Second Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Running Horse Third Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Recording of the Running Horse Third Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Second Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Running Horse Third Plat and this Supplemental Declaration to include the Second Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Running Horse Third Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots and Common Areas.** The new Lots, Tracts (including any private open space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Second Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Running Horse Third Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

5. **Use and Maintenance of Tract D as Private Open Space.** Tract D shown on or in the Running Horse Third Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as a private open green space area.

6. **Fencing Restrictions on Certain Lots.** Lots 105, 109, 110 and 113 of the Second Expansion Property (for purposes of this paragraph only, referred to as the "Restricted Lots") are hereby subjected to the following:

(a) The Developer has constructed a steel fence along Running Horse Road having the following specifications:

Montage Majestic residential fence panels by Ameristar
 4' High – 3 Rail Steel Fence
 1 1/4" x 3/4" horizontal channels
 5/8" x 5/8" pickets
 2" x 2" wall post with mounting brackets for fence.

(b) The Owners of the Restricted Lots may erect and install steel fencing (which must be identical in type, quality, materials and appearance to that installed by the Developer pursuant to Paragraph 6.(a) above), along the side yards and rear/back Lot lines, at locations and as approved in advance by the Review Committee. Such fence installation shall be subject to the provisions of Section 4.3 of the Declaration (to the extent not inconsistent with these provisions) and shall not be installed or erected without the prior approval of the Review Committee.

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 previously supplemented and amended, 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 Running Horse Property, the Second Expansion Property or any Lot 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.

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By: 
 Ora H. Reynolds, President

ATTEST:

By: 
 Donald K. Hagan, Secretary

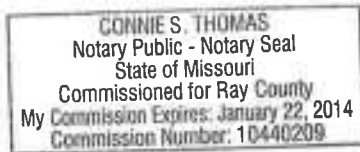
ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
 COUNTY OF CLAY)

On this 11th day of June, 2013, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental Declaration 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

Connie S Thomas
 Typed or Printed Name of Notary

My Commission expires:

1-22-14

**EXHIBIT A
TO
FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

Legal Description of Second Expansion Property Prior to Platting

A tract of land in the West Half of Section 18, Township 52 North, Range 34 West of the 5th Principal Meridian in Platte County, Missouri being bounded and described as follows:

Beginning at the Northwest corner of Tract C, RUNNING HORSE-SECOND PLAT, a subdivision of land in Platte County, Missouri recorded in Book 20 at Page 123; thence South 00°01'13" East, along the West line of said subdivision, 165.51 feet; thence South 19°16'43" West, continuing along said West line, 140.14 feet; thence South 21°48'34" West, continuing along said West line, 50.00 feet; thence South 68°11'26" East, 2.10 feet; thence Easterly, continuing along said West line, along a curve to the left having an initial tangent bearing of South 68°11'27" East with a radius of 775.00 feet, a central angle of 00°57'27" and an arc distance of 12.95 feet; thence South 18°15'58" West along the said West line of said subdivision, 136.79 feet to the Southwest corner of Lot 79 of said subdivision; thence South 72°40'45" East, along the South line of said subdivision, 106.72 feet; thence South 17°19'15" West, continuing along the South line of said subdivision, 11.25 feet; thence South 72°40'45" East, continuing along the South line of said subdivision, 50.00 feet; thence South 74°10'18" East, continuing along the South line of said subdivision, 178.68 feet; thence South 69°10'57" East, continuing along the South line of said subdivision, 215.66 feet; thence South 72°41'31" East, continuing along the South line of said subdivision, 140.55 feet to the Northwest corner of Lot 88 of said subdivision; thence South 15°58'52" West, along the West line of said subdivision, 227.20 feet; thence South 15°39'10" West, continuing along the West line of said subdivision, 60.00 feet to the South right-of-way line of NW 123rd Street, as now established; thence North 74°20'50" West, 70.70 feet; thence Westerly along a curve to the right being tangent to the last described course with a radius of 2,530.00 feet, a central angle of 01°41'34" and an arc distance of 74.75 feet; thence North 72°39'16" West, 473.99 feet; thence Northwesterly along a curve to the right being tangent to the last described course with a radius of 430.00 feet, a central angle of 18°23'26" and an arc distance of 138.02 feet; thence North 54°15'50" West, 351.36 feet; thence Northwesterly along a curve to the left being tangent to the last described course with a radius of 470.00 feet, a central angle of 20°18'17" and an arc distance of 166.56 feet; thence North 15°25'52" East, 190.16 feet; thence North 75°49'39" West, 43.90 feet; thence North 00°20'13" West, 475.13 feet to a point on the South line of Tract "B", LAKES AT OAKMONT SEVENTH PLAT, a subdivision of land in Platte County Missouri recorded in Book 20 at Page 40; thence South 70°01'13" East, along the South line of said Tract "B", 610.56 feet; thence North 89°58'47" East, continuing along said South line, 89.18 feet to the Point of Beginning. Containing 637,615 square feet or 14.64 acres, more or less.

Note: The above-described Second Expansion Property has been platted. The recording information identifying the Running Horse Third Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit A** is attached.

EXHIBIT B
TO
FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE

Description of Lots Contained in the Running Horse Third Plat

Lots 105 through and including 135 and Tract D, RUNNING HORSE – THIRD PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

**CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of The Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the Owner and holder of all Class B stock of The Running Horse 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 11th day of June, 2013.



Aaron Schmidt

**EXHIBIT A
TO
THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

Lots 1, 24, 25, 29, 30, 39, 40 and 50, RUNNING HORSE – FIRST PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

Lots 51, 90, 91, 92, 93 and 104, RUNNING HORSE – SECOND PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the sole Class B Member of The Running Horse Home Owners Association and entitled to cast a majority of the votes under the Homes Association Declaration.

Dated this 18th day of March, 2008.



Tamara S. Henderson

KANSAS CITY TITLE
201 W. LEXINGTON, #301
INDEPENDENCE, MO 64050
KANSAS CITY TITLE

RETURN TO:



FILE NO.

73677



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17

This document has been recorded in the
Platte County Recorder's Office. Contact this
office for certified copies: Recorder of Deeds
- Ida Cox, 415 3rd St., Suite 70, Platte City,
MO 64079, (816) 858-3326

023185

STATE OF MISSOURI SS
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

2004 NOV 30 P 3:48 PM

RECORDED BOOK 1047 PG. 744
IDA COX, PLATTE CO. RECORDER

Gloria Boyer 54.75
Deputy 17.25

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Homes Association Declaration of The Running Horse Home Owners Association
Document Date: November 29, 2004
Grantor Name: 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 A attached
Reference Book and Page: N/A

**HOMES ASSOCIATION DECLARATION OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION**

Stewart

THIS HOMES ASSOCIATION DECLARATION OF THE RUNNING HORSE HOME OWNERS ASSOCIATION (the "Homes Association Declaration") is made and executed as of November 29, 2004, by Hunt Midwest Real Estate Development, Inc., a Missouri corporation (the "Developer"), with a notice and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS

A. The Developer is the owner of that certain real property located in Platte County, Missouri (the "County"), legally described as set forth on EXHIBIT A attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Running Horse."

B. On _____, 2004, the major subdivision plat entitled "RUNNING HORSE - FIRST PLAT", covering the Property and platting the same into the Lots, Tracts and Common Area, if any, shown thereon (sometimes herein also referred to as the "First Plat Property"), was approved by the Platte County Planning Commission, and was recorded on 11-30-2004, 2004, in Book 20 at Page 59, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. The platted legal description of the First Plat Property is also shown on EXHIBIT A attached hereto.

C. The Developer desires to create, establish, maintain and preserve the Property as a quality residential neighborhood possessing features of more than ordinary value.

D. The Developer desires to subject the Property to governance by the Association (defined in Section 1.4 hereof) pursuant to the Association's powers and specific rules set forth herein.

E. The Developer desires to subject the Property, as subdivided into Lots, Tracts and Common Areas, to the covenants, conditions and restrictions set forth herein.

DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby subjects the Property, having the legal description set forth on

BK 1047 PG 0744

EXHIBIT A attached hereto, to the following covenants, conditions and restrictions, including charges and Assessments as herein set forth. Such covenants, conditions and restrictions are hereby granted and imposed for the purpose of protecting the value and desirability of the entire Property in the aggregate and shall run with the land, be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and assigns and all other persons and entities, who or which have, at any time, any right, title or interest in all or any part of the Property, including any Lots in the Subdivision.

ARTICLE 1. DEFINITIONS

When used in this Homes Association Declaration or in any Supplemental Declaration the following words shall have the meanings set forth below. Any capitalized term used herein or in any Supplemental Declaration which is not defined herein or in a Supplemental Declaration shall have the meaning ascribed to it in the Declaration.

- 1.1** "Annual Assessment" has the meaning set forth in Section 6.2 hereof.
- 1.2** "Articles" means the Articles of Incorporation of the Association, as amended from time-to-time.
- 1.3** "Assessments" mean the Annual, Special and Default Assessments levied pursuant to Article 6 hereof.
- 1.4** "Association" means the Running Horse Home Owners Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.
- 1.5** "Association Documents" mean this Homes Association Declaration, the Declaration, the Articles, the Bylaws, all Supplemental Declarations, all amendments to any of the foregoing and all procedures, rules, regulations, and policies adopted by the Association pursuant to such documents.
- 1.6** "Board of Directors" means the governing body of the Association.
- 1.7** "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.
- 1.8** "Common Area" means all (a) Private Streets; (b) parks not dedicated to and accepted by the County; (c) recreational areas (including any club house, any swimming pool and related facilities); (d) open or green space areas; (e) storm sewer drainage or retention facilities and improvements and easements therefor; (f) utility easements; (g) similar places which are dedicated to, or set aside for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved for the Association's use; and (h) property of a similar character owned by the Association or brought within the jurisdiction of this Homes Association Declaration by Supplemental Declarations together with any amenities or improvements therein including, without limitation, any Subdivision entrance or identification signs or monumentation, street islands, sprinkler systems and landscaping.
- 1.9** "Common Expenses" mean all expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, insurance (including that required by Section 5.3 hereof), interest, supplies and parts, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate, replace and operate the Common Area and all improvements thereon, including, without limitation, landscaping and care of grounds, operating any swimming pool, any clubhouse and other facilities available for the general benefit of the Owners; (b) to manage and conduct the affairs of the Association; (c) to repay funds borrowed by the Association; (d) to pay any deficit remaining from a previous assessment period; (e) to create a reasonable contingency or other reserve or surplus fund for routine maintenance, repairs or replacement of improvements within the Common Area as needed from time to time; (f) which are expressly declared to be common expenses by this Homes Association Declaration, any Supplemental Declaration or the Bylaws; and (g) which the Board of Directors lawfully determine to be common expenses of the Association.
- 1.10** "County" means Platte County, Missouri.

1.11 **"Declaration"** means the Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, dated the same date hereof, as amended or supplemented from time to time.

1.12 **"Default Assessment"** has the meaning set forth in Section 6.4 hereof.

1.13 **"Delinquency"** or **"Delinquencies"** have the meanings set forth in Section 6.7 hereof.

1.14 **"Developer"** means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interests to one or more Successor Developers, the term **"Developer"** shall thereafter refer to both the Developer and all Successor Developers unless otherwise stated.

1.15 **"Expansion Property"** has the meaning set forth in Section 8.1 hereof.

1.16 **"Fine"** and **"Lien Fee"** have the meanings set forth in Section 6.6 hereof.

1.17 **"Homes Association Declaration"** means this Homes Association Declaration of the Association, as amended or supplemented from time to time.

1.18 **"Lot"** means a plot, parcel or tract of land subject to this Homes Association Declaration and designated as a "Lot" on any recorded Plat subdividing all, or any part of, the Property, or any Expansion Property, together with all appurtenances and improvements on such Lot, now or in the future existing, including a Residence.

1.19 **"Manager"** means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time.

1.20 **"Member"** means a member of the Association as defined in Section 3.1 hereof.

1.21 **"Mortgage"** shall mean any mortgage, deed of trust, or other document encumbering, pledging or conveying in trust any Lot or interest therein as security for payment of a debt or obligation.

1.22 **"Mortgagee"** means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

1.23 **"Owner"** means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a mortgagee or a trustee under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

1.24 **"Owner's Proportionate Share"** means a fraction, the numerator of which is the number of Lots then owned by such Owner within the Property, and the denominator of which is the total number of Lots then within the Property, as it may be expanded.

1.25 **"Plat"** means any plat which subdivides any part of the Property or Expansion Property creating Lots, Commons Areas and Streets.

1.26 **"Private Street"** means any Street which has not been dedicated and conveyed to, and accepted by, the County.

1.27 **"Residence"** means a single-family dwelling constructed on any Lot. For purposes hereof, **"single-family"** shall have the same meaning as in any applicable ordinances of the County, and, if none, its common meaning.

1.28 **"Special Assessment"** has the meaning set forth in Section 6.3 hereof.

1.29 “**Street**” means any roadway, street, court, circle, terrace, lane, drive, boulevard, alley or other right-of-way designed for vehicular traffic which is shown on any recorded plat subdividing all, or any part of, the Property.

1.30 “**Subdivision**” means, collectively, the Lots, the Common Area and all other parts of the Property, including any Expansion Property.

1.31 “**Successor Developer**” means any person or entity to whom the Developer assigns or transfers all, or any part of, its rights, obligations or interests as the developer of the Property, as evidenced by an assignment or deed of record in the Office of the Register of Deeds of Platte County, Missouri, at Platte City, designating such person or entity as a Successor Developer.

1.32 “**Supplemental Declaration**” means an instrument which amends or modifies this Homes Association Declaration, as more fully provided for herein.

1.33 “**Turnover Date**” means the date on which all Class B Memberships terminate and are converted to Class A Memberships as set forth in Section 3.2 hereof.

1.34 “**Unplatted Land**” means any portion of the Property which has not been subdivided pursuant to a recorded Plat.

1.35 “**Working Capital Fund Contribution**” shall have the meaning set forth in Section 6.5 hereof.

ARTICLE 2. PERSONS AND PROPERTY BOUND BY HOMES ASSOCIATION DECLARATION

The benefits and burdens of this Homes Association Declaration shall run with the land and shall inure to the benefit of and bind the Developer and all persons or entities who hereafter acquire any interest in the Lots or other property within the Subdivision or who hereafter acquire any interest in any Unplatted Land. The Developer and all persons who take any interest in a Lot or other property within the Subdivision or in any Unplatted Land shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions and restrictions in this Homes Association Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3. MEMBERSHIP; VOTING; OPERATIONS

3.1 **Membership in The Association.** The Owner of each Lot within the Subdivision or the Mortgagee of a lot if an Owner so designates, shall be a Member of the Association. If a Lot is owned by more than one Owner, all Owners of the lot, collectively, shall be deemed the Member of the Association for such Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2 **Classes of Members.** Members shall be either Class A Members or Class B Members. Class A Members shall be all Owners except Owners who are Class B Members. The Developer and all Successor Developers shall be Class B Members during the time they own any Lot or Unplatted Land held for the purpose of development and sale, except as provided below. All Class B Memberships shall terminate and automatically be converted to Class A Memberships upon the earliest of the following events to occur:

(a) December 31, 2029;

(b) the date on which the Developer and all Successor Developers, if any, voluntarily relinquish their Class B Membership as evidenced by written notices recorded in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City; or

(c) the date on which the Developer or any Successor Developer no longer owns any Lot or Unplatted Land which is subject to the Declaration and this Homes Association Declaration.

Upon termination of their Class B Membership, the Developer and all Successor Developers which then own any Lot or Unplatted Land shall, for all purposes, automatically become a Class A Member for each Lot and each one-quarter of an acre of Unplatted Land they then own.

3.3 Meetings. Annual and special meetings of the Members shall be called, held and conducted in the manner provided in the Bylaws, or, in the absence of any provision in the Bylaws, as provided by applicable Missouri law.

3.4 Voting Rights. Except as otherwise provided herein, all Members shall be entitled to vote, as a single class, on all Association matters requiring a vote under this Homes Association Declaration. On all matters to be voted upon by the Members, (a) Class A Members shall have one (1) vote for each Lot and one (1) vote for each one-quarter of an acre (or fraction thereof) of Unplatted Land they own and (b) Class B Members shall have twenty (20) votes for each Lot and twenty (20) votes for each one-quarter of an acre (or fraction thereof) of Unplatted Land they own. If more than one Member exists for any Lot, the vote for such Lot shall be exercised as the Members determine among themselves, which determination is communicated, in writing, to the Secretary of the Association prior to commencement of the meeting in which such vote shall be exercised. Fractional votes shall not be permitted. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Homes Association Declaration which is to be held (a) at a time there are any Class B Members, shall be approved by the affirmative vote of a majority of all votes entitled to vote and (b) at any other time, shall be approved by the affirmative vote of a majority of all votes present at a regular or special meeting duly called where a quorum is present. A Member may appoint any person as the Member's proxy by written instrument delivered to the Secretary of the Association at least one (1) business day before the date of the vote for which the proxy is being exercised. A proxy shall be valid for all meetings commencing after delivery of the proxy to the Secretary and thereafter until it expires or is revoked, at any time, by the Member in a writing delivered to the Secretary. A proxy shall be valid for no more than eleven (11) months from the date of its execution unless otherwise provided in the proxy; provided, however, under no circumstance, shall a proxy be valid for more than three (3) years from its original date. Except as specifically provided in the Articles, these Bylaws or applicable law to the contrary, the presence at the meeting, in person or by proxy, of Members holding the power to vote ten percent (10%) of the votes entitled to be cast on a matter at the meeting shall constitute a quorum for any action appropriately brought before the meeting provided that, unless one-third (1/3) or more of the Members having voting power are present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters described in the meeting notice.

3.5 Transfer of Membership. Membership is appurtenant to, and may not be separated from, ownership of any Lot. An Owner may not transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot and then only to the purchaser or Mortgagee of the Lot. Upon the sale of a Lot, the membership associated with the Lot shall automatically transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6 Books and Records. The Association shall make available current copies of the Association Documents and the books, records and financial statements of the Association for inspection by Owners and Mortgagees upon their request, if such request is made during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

3.7 Association as Successor Developer. Upon termination of the Class B Membership, the Association shall succeed to all of the duties and responsibilities of the Developer, if any, under this Homes Association Declaration. The Association shall not, however, succeed to any easements or rights of the Developer or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Developer.

3.8 Implied Rights and Obligations. The Association may exercise all rights and privileges expressly granted to the Association in the Association Documents and all other rights and or privileges reasonably implied from those expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the Association by the Association Documents.

3.9 Developer's Control of Association Prior to Termination of Class B Membership.

Notwithstanding anything in this Article 3 or elsewhere in this Declaration to the contrary, until the date on which the Developer's Class B Membership is terminated, the Developer shall maintain absolute and exclusive control over the Association and the Review Committee, including appointment, election and removal of all directors and officers of the Association and all members of the Review Committee. Until such date, only the Developer shall be entitled to cast any votes with respect to the election and removal of Association directors and officers and members of the Review Committee or any other matters requiring the vote or approval of Members or Owners. The Developer may (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Article 3.9.

**ARTICLE 4.
POWER AND AUTHORITY**

4.1 Power and Authority of The Association. Subject to the limitations and hearing procedures, if any, required by applicable laws or regulations, the Articles, the Bylaws or this Homes Association Declaration, the Association has the power and authority to take or refrain from taking all actions, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Homes Association Declaration. Such power and authority includes, without limitation, the following, which the Association may (but shall not be obligated or required to) exercise or decline to exercise in its discretion:

(a) Accept by conveyance from the Developer and own the Common Area and any other areas of the Property to be held for the general benefit of the Owners;

(b) Enforce, either in the name of the Association or the name of any Owner within the Subdivision or any owner of any Unplatted Land, the covenants, conditions, restrictions and easements imposed upon the Lots, the Common Area or other portions of the Subdivision or any Unplatted Land as are in effect from time to time. The expenses and costs of any enforcement proceedings shall be paid out of the general funds of the Association. Nothing herein contained shall prevent the Developer, or any Owner having the right to do so, from enforcing, in their own name, any such covenants, conditions, restrictions or easements;

(c) Impose any or all of the following sanctions upon Members for failure to comply with the provisions hereof, the Declaration or the rules and regulations adopted by the Board: (i) an order requiring the Member to comply with, or discontinuing any breach of, the terms hereof, the Declaration or the rules and regulations adopted by the Board, (ii) monetary Fines and Lien Fees as set forth elsewhere herein, (iii) suspension of all voting rights of the Member for a period not to exceed one (1) year, (iv) suspension of the privilege to use any Common Area for a period not to exceed one (1) year and (v) suspension of voting rights and use privileges of a Member during the period any Delinquency pertaining to such Member is outstanding and unpaid;

(d) Levy and collect the Assessments which are provided for in this Homes Association Declaration and charge reasonable admission fees, service charges and other amounts for the use of the Common Area;

(e) Manage and control as trustee and attorney-in-fact for all Members, all improvements upon and to the Common Area and other areas of the Subdivision owned by the Association or held for the general benefit of the Owners;

(f) Maintain, repair and replace all pedestrian ways, gateways, entrances, fountains, gardens, swimming or other pools, clubhouses, water run-off detention areas, ponds or basins, lights, water sprinkling systems, common landscaped areas, rights-of-way, platted landscape easements, fences, ornamental features, Subdivision identification signs and monuments and other improvements to the Common Area and any other amenities;

(g) Provide and maintain lights for the illumination of Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area;

(h) Erect and maintain signs for marking of Streets and for the protection of children and other persons, after such signs are approved by appropriate public authorities;

(i) Exercise control over easements (including those for water drainage control) it acquires from time to time or exist pursuant to any recorded Plat for or of the Subdivision;

(j) Acquire and own title to such real estate as is reasonably necessary in order to carry out the purposes of the Association and promote the health, safety, welfare and recreation of Owners in the Subdivision and pay taxes assessed against the Common Area or other real estate and facilities owned by the Association or public or semi-public places in the Subdivision;

(k) Enter into such agreements with other homes associations, municipalities or other governmental agencies, individuals or corporations in order to implement the purposes of the Association, and provide such improvements for the benefit of the Owners and the Members of the Association in accordance with the intent of this Homes Association Declaration;

(l) If an Owner fails to do so, perform exterior maintenance on each Residence located on any Lot, including, without limitation, painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and if the need for such maintenance or repair is caused by the wasteful, negligent or intentional act or omission of an Owner, such Owner's family, guest, invitee, agent, licensee, or authorized representative, the Association may perform such maintenance and assess and collect the cost thereof as a Default Assessment, due solely from such Owner, payable to the Association;

(m) Acquire, provide, and maintain insurance for the protection of the Association, the Members and the Common Area, including, without limitation, casualty and property, comprehensive public liability, officers and directors, workers compensation and fidelity, in addition to the acquisition of bonds to provide protection against dishonest acts on the part of the Association's officers, directors, trustees, employees and agents and such other insurance against risks of a similar or dissimilar nature as the Board of Directors deems appropriate with respect to the Association's responsibilities and duties, including contractual liability for the indemnification set forth in Section 10.7 below;

(n) Subject to the voting requirements of Section 9.2 herein for amendment of this Homes Association Declaration, dedicate, sell, subdivide or transfer all or any part of the Common Area, including any Private Street, to any public or private agency, authority, person or entity, but only with the prior written consent of the Developer as long as the Developer owns any Lot or any Unplatted Land;

(o) Create, grant and convey easements upon, across, over, through and under the Common Area for (i) ingress or egress, and (ii) installation, replacement, repair or maintenance of utilities or other such facilities including, but not limited to, water, sewers, natural gas, telephones, electricity and cable television systems;

(p) Establish and publish rules and regulations to regulate and control the Owners' and the Members' use and enjoyment of the Common Area and other activities which affect the Members' quiet and peaceful use of the Lots;

(q) Employ or provide duly qualified officers for the purpose of providing police or security protection as the Board of Directors deems necessary or desirable to supplement the protection rendered by public authorities;

(r) Borrow money from any person, including the Developer, for the proper conduct of the Association's affairs, the exercise of its powers and authority and the fulfillment of its obligations, subject to such limitations, if any, set forth in the Bylaws;

(s) Suspend the voting rights of any Member (whether a Class A Member or a Class B Member) or the rights of any Member to use the Common Area (i) for the period such Member is delinquent in paying

any Assessment or, (ii) for a period of up to ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case such rights may be suspended during the period of the infraction plus up to ninety (90) days thereafter;

- (t) Provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways;
- (u) Provide for, or manage, the collection and disposal activities of rubbish, trash and garbage in the Subdivision;
- (v) Care for, spray, trim, protect, plant and replant trees, shrubbery, grass and sod along all Streets, in the Common Area and other areas within the Subdivision set aside for the general use of the Owners and the Members or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Owners and the Members;
- (w) Mow, care for, maintain, remove rubbish from and perform any other task reasonably necessary or desirable to keep any vacant or unimproved property in the Subdivision neat in appearance and in good order;
- (x) Exercise all rights, power and authority granted to the Association by the Declaration; and
- (y) Engage a Manager to perform such duties, powers or functions of the Association as the Board of Directors may authorize from time to time as set forth in Section 4.4 below.

4.2 Exercise of Authority. Unless specifically reserved to the Members by this Homes Association Declaration, the Bylaws, the Articles or applicable law, all powers and authority of the Association shall be exercised by the Board of Directors acting within its sole discretion. Although the Association may exercise the power and authority granted in Section 4.1 hereof, the Board shall not be required to exercise such power or authority. For example, although the Association has the power to provide for collection and disposal of rubbish, trash, refuse and garbage in the Subdivision, the Board may, in its discretion, choose not to exercise that power and, in lieu thereof, require the Owners to contract with the County or private haulers to dispose of their trash.

4.3 Requirements of Insurance. All insurance coverage obtained by the Association shall comply with the following terms and conditions:

- (a) The Developer shall be an additional insured on all such policies as long as it owns any Lot or Unplatted Land;
- (b) The insurance coverage maintained by the Association shall not be brought into contribution with insurance purchased by the Owners or their Mortgagees;
- (c) Coverage under the policies shall not be prejudiced by (i) any act or neglect of any Owner, or their tenants, servants, agents, invitees, and guests when such act or neglect is not within the control of the Association or (ii) any act, neglect or failure of the Association with respect to any portion of the Property over which the Association has no control;
- (d) The policies shall contain a waiver of subrogation by the insurer as to all claims against the Developer, the Board of Directors, the Association, the Manager and the Owners and their respective agents, employees, tenants, agents and household members, and of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured and contain contractual liability for the indemnity set forth in Article 10.7 hereof;
- (e) All policies shall be written by insurers licensed to do business in Missouri and holding a rating of B/VI or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not reasonably available, the most nearly equivalent rating; and

(f) All liability insurance shall also include a cross liability endorsement under which the rights of an insured under the policy shall not be prejudiced with respect to an action against another insured.

4.4 Manager. Any powers, duties or rights of the Association created pursuant to this Homes Association Declaration, or of the Board, as provided by law and herein, may be delegated to a Manager under a management agreement, which Manager may or may not have a relationship to the Developer or its principals or affiliates; provided, however, that no such delegation shall relieve the Association of its obligation to perform such delegated duty.

ARTICLE 5. COMMON AREA

5.1 Property Rights in the Common Area. Subject to the other provisions hereof, including the right of the Association to restrict the use of the Common Area and to discipline Members, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

5.2 Maintenance of the Common Area. The Association shall own, manage, repair, maintain, replace, improve and operate the Common Area and keep it, and all improvements thereon, in good condition. The cost of performing these duties shall be a Common Expense. The Board of Directors may employ or contract with third parties to render any services with respect to the Common Area.

5.3 Insurance. The Association shall provide and maintain insurance for the protection, repair and replacement of the Common Area as set forth above.

5.4 No Partition. The Common Area shall be owned by the Association, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Area.

ARTICLE 6. ASSESSMENTS, FINES, LIEN FEES AND WORKING CAPITAL FUND CONTRIBUTIONS

6.1 Obligation; Purpose. The Association may assess Annual Assessments, Special Assessments and Default Assessments against all Lots. No assessments shall be made against Unplatted Land. For purposes hereof, (a) "**Annual Assessments**" are Assessments imposed by the Board of Directors which are necessary to meet the Common Expenses; (b) "**Special Assessments**" are Assessments for capital improvements to the Common Area and other purposes as stated in Section 6.3 hereof; and (c) "**Default Assessments**" are Assessments assessed against a Lot as the result of the Member's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Member under the Association Documents. The Assessments shall be used for the benefit of the Members as set forth herein. All Owners, except Class B Members, shall be liable for all Assessments properly levied against Lots owned by such person. No Assessments or Working Capital Fund Contributions shall be assessed against any Lots or Unplatted Land owned by the Class B Members.

6.2 Annual Assessments. Subject to the limitations set forth herein and in the Articles and Bylaws, if any, the Board of Directors, in its sole discretion, shall establish Annual Assessments based upon the estimated Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Assessments shall be \$300 per Lot for all Lots owned by persons who are not Class B Members. The first Annual Assessment shall be for the year commencing on January 1, 2005. The Annual Assessments shall be made by the Board of Directors on or before January 1 of each year and shall be due and payable on January 31st of each year. If the Board of Directors fails to timely make any Annual Assessment for any fiscal year, the amount of such Annual Assessment for the year shall automatically be the same as the Annual Assessment for the immediately prior year. Prior to the date on which the Developer terminates its Class B Membership, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate. After such date, the Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessment for the immediately preceding year without the approval of a majority of the Members present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessment for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Members present at a meeting duly called. The Board of Directors may, but shall have no obligation

to, make pro rata refunds of any Annual assessments in excess of the actual Common Expenses incurred in any fiscal year or may hold the same in reserve. If an unimproved Lot is sold by a Class B Member to a person who is, or by such sale becomes, a Class A Member, the purchaser shall, at the closing, pay the Association the Annual Assessment for the Lot, as classified in the hands of the purchaser, prorated for the number of days remaining in the year during which the purchaser bought the Lot.

6.3 Special Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Assessments, payable over any period determined by the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of improvements in the Common Area or for any other expenses incurred by the Association in fulfilling its obligations under this Homes Association Declaration or the other Association Documents or otherwise imposed upon the Association. In imposing any Special Assessment, the Board of Directors shall specifically refer to this Section 6.3. The Board of Directors shall promptly give the Members written notice of the amount of all Special Assessments and the time for payment thereof. No payment of all or part of any Special Assessment shall be due less than thirty (30) days after such notice is given. This Section 6.3 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other provisions of this Homes Association Declaration.

6.4 Default Assessments. The Board of Directors may assess Default Assessments against a Member or an Owner at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Member subject to such Assessment at least thirty (30) days prior to the due date. Each Default Assessment shall become a lien against such Member's Lot or Lots when due and may be foreclosed or otherwise collected as provided in this Homes Association Declaration.

6.5 Working Capital Fund Contributions. The Developer shall require the first Owner of a Lot (other than the Developer or a builder building on such Lot for resale) to make a nonrefundable contribution to the general working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Assessments (i.e. one-fourth ($\frac{1}{4}$) of the Annual Assessment) against such Lot then in effect (a "**Working Capital Fund Contribution**"). The Association shall maintain all such Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Common Expenses or meeting unforeseen expenditures. Such Working Capital Fund Contributions shall not relieve an Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

6.6 Fines; Lien Fees. The Board of Directors may assess and impose a fine of Twenty Dollars (\$20) per month (or such other amount as the Board of Directors shall determine appropriate from time to time) [a "Fine"] for each month in which any infraction of any of the provisions of this Homes Association Declaration, the Declaration, the Articles, the Bylaws or any rules or regulations promulgated by the Board is committed by any Owner of a Residence or any tenant of any such Owner. The Board of Directors may promulgate and change from time to time rules or regulations setting forth procedures for appealing Fines. Fines shall be imposed only after notice and an opportunity to be heard before the Board of Directors. Cause for Fines shall not be for frivolous reasons but for those actions which violate the security of the Owners, endanger occupants, cause a nuisance to the Owners or their tenants or interfere with the quiet enjoyment of their Residence or the Common Area by other Owners or their tenants. Recourse to Fines will occur when situations are not corrected or continue to occur after written notice is given to an Owner. Warnings and recourse to Fines shall be as determined by the Board of Directors. The Owners shall be responsible for the acts and omissions of tenants, guests or visitors who create such violations or infractions. Additionally, in connection with any Delinquency which constitutes a lien as set forth below, the Board of Directors may assess and impose a separate Lien Fee of One Hundred Fifty Dollars (\$150) [or such other amount as the Board of Directors shall determine appropriate from time to time] to cover administrative time and expense in connection therewith.

6.7 Effect of Nonpayment; Assessment Lien. Any Annual, Special or Default Assessment or Fine or Lien Fee that is not paid within thirty (30) days after its due date shall be delinquent (a "Delinquency" or "Delinquencies"). Upon a Delinquency becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each Delinquency in an amount established by the Board of Directors;
- (b) Assess an interest charge from the date of a Delinquency of one and one-half percent (1 1/2%) per month (18% APR) for each month, or portion thereof until paid in full, or such other rate as the Board of Directors may establish, as long as no rate so established, and all other charges determined to be interest, is usurious under Missouri law;
- (c) Suspend the voting rights and any other privileges of the Member during any period of a Delinquency;
- (d) Accelerate all remaining Assessment installments so that unpaid Assessments and their Delinquencies shall be immediately due and payable;
- (e) Bring an action at law against any Member or Owner personally obligated to pay the Delinquency;
- (f) File a statement of lien with respect to the Lot; and
- (g) Proceed with foreclosure of liens for the Delinquency.

Each Delinquency (which, as defined above, includes any unpaid Annual, Special or Default Assessment, Fine or Lien Fee) shall constitute a lien on the Lot, including the Residence and all other improvements, and shall attach on the due date for the Delinquency. Such lien shall also secure all late charges, interest and costs of collection, including reasonable attorneys' fees. After first giving the applicable Owner or Member at least ten (10) days' written notice of the Delinquency and intent to assess a lien, the Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of Platte County, Missouri. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary of the Association, shall set forth (i) the name and address of the Association, (ii) the amount of the Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. Simultaneously with its filing thereof, the Association or its Manager shall mail a copy of the certificate of lien to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the certificate of lien, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri and recover the amounts of all Delinquencies, late charges, interest and costs of collection, including reasonable attorneys' fees, as a part thereof. Each Owner and Member, by its acceptance of a deed to a Lot, hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Member shall be liable for the amount of all the unpaid Delinquency, all penalties, late charges and interest thereon, the cost and expenses of such foreclosure proceedings, the cost and expenses for filing the notice of the claim and lien and all reasonable attorneys' fees incurred in connection with the enforcement of the lien, including foreclosure. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. All liens for Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquencies against persons personally liable for such amount or foreclosure proceedings are instituted. In such cases, the lien shall continue until termination of the suit and sale of the Lot upon execution of any judgment obtained or until completion of foreclosure proceedings. It is the intent hereof that all Delinquencies, late charges, interest and costs of collection, including reasonable attorneys' fees, be lienable and collectible as set forth above.

6.8 Personal Obligation. The amount of any Delinquency chargeable against any Lot shall be a personal, individual and joint and several debt of all Owners of the Lot at the time the Delinquency became due. No Owner may exempt himself/herself/itself from liability for the Delinquency by abandonment of such Owner's Lot or by waiver of the use or enjoyment of all, or any part of, the Common Area. All successors to the fee simple title of a Lot shall be jointly and severally liable for all unpaid assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot with the Owner who owned the Lot at the time the unpaid Delinquency first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. The liability of a successor shall not be personal and shall expire upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Delinquency by, or on

behalf of, the Association under Section 6.10 below. The Association may bring suit against the Owner or any successor to recover unpaid Delinquency, any penalties and interest thereon, the cost and expenses of such proceedings and, if allowed by law, all reasonable attorneys' fees in connection therewith, without foreclosing or waiving the Delinquency lien provided for in Section 6.6 hereof.

6.9 Priority of Lien. The liens for Delinquencies provided for in Section 6.7 hereof shall be subordinate to (a) liens for real estate taxes and special governmental assessments and (b) Mortgages recorded prior to the due date for any such Delinquency. The liens for Delinquencies shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri, said homestead exemption being waived by all present and future Owners by taking title to Lots. Except as specifically set forth herein or provided by law, no sale or transfer of a Lot shall release it from the liens of any Delinquency. The amount of any extinguished Delinquency lien may, at the direction of the Board of Directors, be reallocated and assessed to all Lots as a Common Expense.

6.10 Notice to Mortgagee. Upon written notice by a Mortgagee to the Association that it holds a lien on a Lot, accompanied by a written request for notice of unpaid Delinquencies, the Association shall report to the Mortgagee all Delinquencies on such Lot remaining unpaid for longer than sixty (60) days after the due date. Any Mortgagee holding a lien on a Lot may pay any unpaid Delinquency, together with all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the Delinquency lien and the lien of the Mortgage.

6.11 Statement of Status. Upon written request of any prospective Mortgagee or purchaser of a Lot and payment of a reasonable fee established by the Board of Directors, the Board of Directors of the Association shall issue a written statement setting forth the amount of all unpaid Delinquency, if any, with respect to such Lot. The amount set forth on such statement from the Association shall be binding on the Association if the prospective purchaser purchases the Lot; provided, however, the Owner of the Lot during the time when such Delinquency became due and owing shall remain liable for all unpaid Delinquencies. If the Association does not issue a written statement within thirty (30) days of its receipt of the request and fee payment, the prospective purchaser may make an additional written request. If the Association does not issue a written statement within ten (10) days of the second request, any lien for unpaid Delinquencies shall be released automatically upon the prospective purchaser's acquisition of the Lot. A statement shall be deemed issued by the Association upon deposit in the U.S. Mails or tender of delivery to the prospective purchaser.

6.12 Notification of Association's Address. The Association shall notify each Owner, at their address listed with the Association, of the Association's address, and all changes thereto, the location of the place of any payment and other locations where Association business may be conducted.

6.13 Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligations of the Association; provided, however, any such action shall require, prior to the date on which the Developer terminates its Class B Membership, the assent of the Developer and, after such date, a majority vote of all Members of the Association. Such power shall include the ability to make an assignment of Assessments then payable to, or which will become payable to, the Association, which assignment may be then presently effective but allows such Assessments to continue to be paid to the Association and used by it unless and until the Association shall default on its obligation secured by the assignment.

6.14 Optional Developer Loans to Association. In the event that, at any time or from time to time, the Assessments are not sufficient for the Association to pay all Common Expenses or otherwise permit the Association to perform its duties and obligations under this Declaration, the Developer **may (but shall not be obligated to)** make loans or advances to the Association to enable it to meet such deficiency or deficiencies in funding. Any such loan or advance made by the Developer to the Association shall bear simple interest at a per annum rate equal to two percent (2%) above the prime rate of interest shown in the *Money Rates* section of *The Wall Street Journal* on the date such loan or advance is made and shall accrue until the loan or advance, with accrued interest, is paid in full. As soon as reasonably practicable, the Board of Directors shall increase the Assessments in amounts sufficient to pay off the principal and interest of such loans or advances made by the Developer to the Association.

ARTICLE 7. INSURANCE LOSS; CONDEMNATION

7.1 Association as Attorney-in-Fact. Each Owner and Member hereby irrevocably appoints the Association as the Member's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Common Area, whether it is covered by insurance written in the name of the Association or if such damage or loss results from a complete or partial taking of the Common Area in condemnation. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any other Member conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact for such purposes. The Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver, settlement or other instrument with respect to the interest of any Member which may be necessary to exercise the powers granted hereby to the Association as attorney-in-fact.

7.2 Insured Loss. Except as provided herein to the contrary, the Association shall use the proceeds of all insurance for the Common Area to repair or replace any part of the Common Area which is damaged by an insured occurrence and has a fair market value of more than \$5,000.00. If the insurance proceeds are insufficient to pay the full cost of such repair or replacement, the Association may, pursuant to Section 6.3, levy, assess, and collect in advance from the Members, without the necessity of a special vote of the Members, a Special Assessment sufficient to provide funds to pay the additional cost of repair or replacement. Further levies may be made in like manner if the amounts collected prove insufficient to complete such repair or replacement.

7.3 Condemnation. Except as provided herein, if any portion of the Common Area on which improvements have been constructed is taken by any condemnation or similar proceeding, the Association shall restore or replace such improvements on the remaining land included in the Common Area. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken improvement, the Association may, pursuant to Section 6.3, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay the additional cost of restoration or replacement. Notwithstanding the foregoing, if the aggregate of any Special Assessment for expenses relating to such restoration or replacement exceeds \$10,000.00, then the Special Assessment may be made only upon the approval of the Developer if it is then a Class B Member and, if not, the approval of a majority of the votes possible to be cast under this Homes Association Declaration. Further levies may be made in like manner if the amounts collected prove insufficient to complete such restoration or replacement.

7.4 Decision Not to Rebuild or Replace. Prior to the date on which the Developer terminates its Class B Membership, if the Developer decides not to and, after such date, if Members representing at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Homes Association Declaration agree by vote at a meeting or in writing not to, repair or replace any part of the Common Area damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. Prior to the date on which the Developer terminates its Class B Membership, the Developer shall decide whether or not to, and, after such date, if Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Homes Association Declaration may elect not to, restore or replace any or all improvements comprising a part of the Common Area taken by condemnation. In either case, the Board of Directors shall, in its sole discretion, either retain all unused insurance proceeds or condemnation awards (or any awards in excess of the cost of restoring or replacing the taken improvements) in reserve or distribute such proceeds in equal shares per Lot. Notwithstanding the foregoing, the Owners may not agree, vote or elect not to repair, reconstruct or restore any storm water detention facilities without first obtaining the written consent of the County and taking adequate alternative storm water drainage control measures.

ARTICLE 8. EXPANSION

8.1 Reservation of Right to Expand. By amendment or supplement hereto, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, by adding Lots, Common Area and other property in the Subdivision and other property that has not yet been subdivided ("**Expansion Property**"). The addition of Expansion Property shall be done by the Developer upon filing of one or more Supplemental Declarations of

record in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Expansion Property may be added in stages by successive supplements or in one supplement expansion.

8.2 Homes Association Declaration Operative to New Lots. The Expansion Property shall be subject to all of the terms and conditions of this Homes Association Declaration, the Declaration and all Supplemental Declarations upon filing the supplemental or amended plat depicting the Expansion Property and any Supplemental Declaration in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

8.3 Expansion of Definitions. If the Property included in the Subdivision is expanded as provided in this Article 8, all definitions used in this Declaration shall be automatically expanded to include the Expansion Property.

8.4 Reservation of Right to Remove. By Supplemental Declaration, the Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Homes Association Declaration any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the "Removed Property"). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

ARTICLE 9. DURATION; AMENDMENT

9.1 Term. The covenants and restrictions of this Homes Association Declaration shall run with and bind the Property until December 31, 2029, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by a majority vote of the Members.

9.2 Amendment. Except as otherwise provided herein, at all times the Developer is a Class B Member of the Association, this Homes Association Declaration may be amended by Supplemental Declarations signed by the Developer and, after the Developer's Class B Membership is terminated, then the Members holding a majority of the votes possible to be cast hereunder by all Members and the Developer if it then owns any Lots. Except as otherwise provided herein, at all other times, this Homes Association Declaration may be amended by Supplemental Declarations signed by Members holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast hereunder by all Members. Proper approval of all amendments shall be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that signatures of a sufficient number of Members approving the amendment are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Such amendments may amend the terms hereof as it effects all existing Lots in the Subdivision, including terms which impose additional covenants, conditions, restrictions and easements on all such Lots. Any amendment that effects less than all existing Lots in the Subdivision shall be effective only with respect to those Lots where the Member owning such Lot agrees to such amendment. In no event shall any amendment reduce, interfere with or impair the Association's or its Directors' ability to establish and collect Assessments.

9.3 Revocation; Termination. This Homes Association Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under the Homes Association Declaration and the additional approval of the Developer at any time it is a Class B Member. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Section 9.2 for amendments hereof.

9.4 Amendments Requiring County Consent. Notwithstanding any other provision herein, no modification or amendment of this Homes Association Declaration which conflicts with (a) any Subdivision Plat, (b) any agreement entered into by the Developer and the County concerning the Subdivision or (c) any County ordinance or code, may be made or become effective without the prior written consent of the County.

**ARTICLE 10.
GENERAL PROVISIONS**

10.1 Enforcement. Except as otherwise provided herein, the Developer, the Association and the Board of Directors has the right and power to enforce this Homes Association Declaration. Failure of the Developer, the Association or the Board of Directors to enforce any provision contained herein shall not be deemed a waiver of the right to do so at a subsequent time. If the Developer or the Association successfully enforces any term of this Homes Association Declaration, it shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Homes Association Declaration was enforced. In the event that the Developer, the Association or the Board of Directors fail to enforce this Homes Association Declaration, any Member may take such action to enforce the same by proceedings in a court of competent jurisdiction.

10.2 Severability. If any provision of this Homes Association Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.3 Rule Against Perpetuities. Notwithstanding anything in this Homes Association Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.

10.4 Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City, the Developer's rights and obligations under this Homes Association Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights as set forth in this Section 10.4.

10.5 Release of Liability. None of the Developer, the Association, the Board of Directors or the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any person for any discretionary action taken, or not taken, under the terms hereof, including, without limitation, approval or disapproval of, or failure to approve, any application for enforcement or non-enforcement of the terms hereof.

10.6 Indemnification. To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Committee and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Developer, by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Committee) whether or not he or she is a director, an officer or a member of the Review Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Committee or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

10.7 Use and Maintenance of Tract A of First Plat Property. Tract A of the First Plat Property shall be permanently and perpetually used and maintained by the Association under the terms of this Homes Association Declaration as a landscaped buffer strip also providing open green space and for Subdivision entrance or identification monumentation. The landscaped buffer within said Tract A shall consist of two-inch (2") caliper deciduous trees and six-foot (6') evergreen trees.

IN WITNESS WHEREOF, the Developer has caused this Homes Association 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.]

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{CORPORATE SEAL}

By:

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

ATTEST:

By:

Donald K. Hagan
Donald K. Hagan, Secretary

ACKNOWLEDGMENT

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

On this 12th day of July, 2004, before me, the undersigned Notary Public, personally 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 same on behalf of said corporation under and with the authority of its Board of Directors and she acknowledged that she executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
(Notary Seal) County of Clay
My Commission Expires November 1, 2005

Donna K. Willis
Signature of Notary Public
DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

My Commission expires:

11/1/05

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY PRIOR TO PLATTING**

A subdivision of land in the Southwest Quarter of Section 18, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Southwest Quarter; thence South 0°26'03" West along the East line of said Southwest Quarter, 591.80 feet to the True Point of Beginning to be herein described; thence continuing South 0°26'03" West along said East line, 772.63 feet; thence South 89°56'46" West, 1122.29 feet; thence North 0°02'16" West, 130.29 feet; thence South 89°57'44" West, 1.00 feet; thence North 0°02'16" West, 185.00 feet; thence South 89°57'44" West, 24.16 feet; thence North 06°12'25" East, 65.71 feet; thence North 14°16'19" East, 286.84 feet; thence North 62°11'07" West, 31.50 feet; thence North 27°48'53" East, 60.00 feet; thence North 20°49'08" East, 204.54 feet; thence North 09°19'57" East, 31.53 feet; thence South 68°11'16" East, 273.13 feet; thence South 33°30'51" East, 78.74 feet; thence South 02°36'53" West, 175.40 feet; thence Easterly on a curve to the left, having an initial tangent bearing of North 89°32'49" East, a radius of 545.00 feet, a central angle of 12°45'34", an arc distance of 121.37 feet; thence Northerly on a curve to the left, having a common tangent with the last described course, a radius of 15.00 feet, a central angle of 73°20'25", an arc distance of 19.20 feet; thence North 03°26'50" East, 26.98 feet; thence South 86°33'10" East, 50.00 feet; thence Easterly on a curve to the left, having an initial tangent bearing of South 03°26'50" West, a radius of 15.00 feet, a central angle of 111°02'12", an arc distance of 29.07 feet; thence North 72°24'38" East, 251.98 feet; thence Easterly on a curve to the right, tangent to the last described course, having a radius of 640.00 feet, a central angle of 18°01'26", an arc distance of 201.33 feet; thence South 89°33'57" East, 2.22 feet; thence Northerly on a curve to the left, tangent to the last described course, having a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence South 89°33'57" East, 40.00 feet to the True Point of Beginning. Containing 19.30 acres, more or less.

PLATTED LEGAL DESCRIPTION OF PROPERTY

Lots 1 through and including 50, and Tract A, RUNNING HORSE – FIRST PLAT, a major subdivision in Platte County, Missouri, according to the recorded plat thereof.

022477

STATE OF MISSOURI SS
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

2005 DEC -1 P 3:118

RECORDED BOOK 1072-229
IDA COX, PLATTE CO. RECORDER

Ida Cox
Deputy

This document has been recorded in the
Platte County Recorder's Office. Contact this
office for certified copies: Recorder of Deeds
Ida Cox, 415 3rd St., Suite 70, Platte City
MO 64079. (816) 858-3326

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: First Supplement to Homes Association Declaration of The Running Horse Home
Owners Association
Document Date: *October 18* 2005
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: N/A
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161
Legal Description: See Exhibits A and B attached
Reference Book and Page: Document No. 23185, Book 1047, Page 744

**FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION
OF THE RUNNING HORSE HOME OWNERS ASSOCIATION**

THIS FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE RUNNING HORSE HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of *October 18*, 2005, 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 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - 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 "Running Horse Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved on April 13, 2004, by Platte County, Missouri (the "County"), and was recorded on November 30, 2004, under Document No. 23183, in Book 20 at Page 59, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

B. The Developer executed that certain Homes Association Declaration of The Running Horse Home Owners Association (the "Association"), dated November 29, 2004, which was recorded on November 30, 2004, as Document No. 23185, in Book 1047, at Page 744, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City (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

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ARTICLE 6 of that certain Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse (the "Declaration"), dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in said Recorder's Office, as the same may be amended and supplemented.

D. On July 22, 2005, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - SECOND PLAT" (the "Running Horse Second Plat"), covering the real property formerly legally described as shown therein and on Exhibit A 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 B attached to this Supplemental Declaration, which Running Horse Second Plat was approved on November 16, 2005, by the County, and was recorded on November 23, 2005, under Document No. 22103, in Book 20, at Page 123, in said Recorder's Office.

E. The real property covered by the Running Horse Second Plat is sometimes herein collectively referred to as the "First Expansion Property".

F. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Running Horse Second Plat.

G. The Developer desires to exercise its right to expand the Running Horse Property to include the additional Lots, Tracts, any Common Areas and other property which constitute the First Expansion Property and to subject the First Expansion Property to the covenants, conditions and provisions contained in the Homes Association Declaration, as supplemented and amended hereby.

H. Under 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.

I. 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.

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, Tracts, any Common Areas or other property, which constitute the First Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Running Horse Second Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Recording of the Running Horse Second Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the First 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 expanded by the First Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Running Horse Second Plat, dedicated to and accepted by the County), parks (except those previously, or by the Running Horse Second Plat, dedicated to and accepted by the County), 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 or in the Running Horse First Plat or the Running Horse Second Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Running Horse First Plat or the Running Horse Second Plat, and (iii) all references to the "Homes Association Declaration" shall mean the Homes Association Declaration as supplemented and amended by this Supplemental Declaration.

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4. Homes Association Declaration Operative on New Lots, Tracts and Common Area and Other Areas, if Any. The new Lots, Tracts, any Common Areas or other property which constitute the First Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Running Horse Second Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

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 Running Horse Property or the First 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 H. Reynolds
Ora H. Reynolds, General Manager of Residential Development

By:

Donald K. Hagan
Donald K. Hagan, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 18th day of October, 2005, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental 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.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay

My Commission Expires November 1, 2005

Donna K. Willis
Signature of Notary Public
DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI

County of Clay
Typed or Printed Name
My Commission Expires November 1, 2005

My Commission expires:

11/1/05

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Exhibit A

Legal Description of First Expansion Property Prior to Platting by Running Horse Second Plat

A subdivision of land in the Southwest Quarter and the Northwest Quarter of Section 18, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows:

Beginning at the Northeast corner of said Southwest Quarter; thence South 0°26'03" West along the East line of said Southwest Quarter, 591.80 feet to a point on the Northerly line of RUNNING HORSE - FIRST PLAT, a subdivision in Platte County, Missouri; thence North 89°33'57" West along said Northerly line, 40.00 feet; thence Southerly along said Northerly line, on a curve to the right, having an initial tangent bearing of South 0°26'03" West, a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence North 89°33'57" West along said Northerly line, 2.22 feet; thence Westerly along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 640.00 feet, a central angle of 18°01'26", an arc distance of 201.33 feet; thence South 72°24'38" West along said Northerly line, 251.98 feet; thence Northerly along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 111°02'12", an arc distance of 29.07 feet; thence North 86°33'10" West along said Northerly line, 50.00 feet; thence South 03°26'50" West along said Northerly line, 26.98 feet; thence Westerly along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 73°20'25", an arc distance of 19.20 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 545.00 feet, a central angle of 12°45'34", an arc distance of 121.37 feet; thence North 02°36'53" East along said Northerly line, 175.40 feet; thence North 33°30'51" West along said Northerly line, 78.74 feet; thence North 68°11'16" West along said Northerly line, 273.13 feet; thence South 09°19'57" West along said Northerly line, 31.53 feet; thence South 20°49'08" West along said Northerly line, 204.54 feet; thence South 27°48'53" West along said Northerly line, 60.00 feet; thence South 62°11'07" East along said Northerly line, 31.50 feet; thence South 14°16'19" West along said Northerly line, 73.37 feet; thence North 77°50'46" West along said Northerly line, 189.54 feet; thence North 12°09'14" East, 37.08 feet; thence North 77°50'46" West, 140.00 feet; thence North 12°06'25" East, 97.63 feet; thence North 74°20'50" West, 5.10 feet; thence North 15°39'10" East, 60.00 feet; thence North 15°58'52" East, 227.20 feet; thence North 72°41'31" West, 140.55 feet; thence North 69°10'57" West, 215.66 feet; thence North 74°10'18" West, 178.68 feet; thence North 72°40'45" West, 50.00 feet; thence North 17°19'15" East, 11.25 feet; thence North 72°40'45" West, 106.72 feet; thence North 18°15'58" East, 136.79 feet; thence Westerly on a curve to the right, having an initial tangent bearing of North 69°08'53" West, a radius of 775.00 feet, a central angle of 0°57'27", an arc distance of 12.95 feet; thence North 68°11'26" West, 2.10 feet; thence North 21°48'34" East, 50.00 feet; thence North 19°16'43" East, 140.14 feet; thence North 0°01'13" West, 165.51 feet; thence North 89°58'47" East, 754.02 feet; thence South 30°58'20" East, 473.79 feet to a point on the North line of said Southwest Quarter; thence North 89°55'43" East along said North line, 880.75 feet to the Point of Beginning. Containing 30.80 acres, more or less.

Note: The above-described First Expansion Property has been platted. The recording information identifying the Running Horse Second Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this Exhibit A is attached.

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Exhibit B**Description of Lots and Tracts Contained in Running Horse Second Plat**

Lots 51 through and including 104 and Tracts B and C, **RUNNING HORSE – SECOND PLAT**, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

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CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the Owner and holder of all of the Class B stock of The Running Horse 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 18th day of October, 2005.


Tamara S. Henderson

29/6

Recorded in Platte County, Missouri

Recording Date/Time: 07/25/2013 at 01:12:41 PM

Instr Number: 2013011854

Book: 1215 Page: 565

Type: DE DEC

Pages: 6

Fee: \$39.00 S



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer,

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Second Supplement to Homes Association Declaration of The Running Horse Home Owners Association
Document Date: June 11, 2013
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: Hunt Midwest Real Estate Development, Inc.
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161
Legal Description: See Exhibits A and B attached
Reference Book and Page: Document No. 23185, Book 1047, Page 744

**SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION
OF THE RUNNING HORSE HOME OWNERS ASSOCIATION**

THIS SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE RUNNING HORSE HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of June 11, 2013, 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 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - 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 "Running Horse Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved on April 13, 2004, by Platte County, Missouri (the "County"), and was recorded on November 30, 2004, under Document No. 23183, in Book 20 at Page 59, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

B. The Developer executed that certain Homes Association Declaration of The Running Horse Home Owners Association (the "Association"), dated November 29, 2004, which was recorded on November 30, 2004, as Document No. 23185, in Book 1047, at Page 744, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City (as supplemented and amended, 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 Running Horse (the "Declaration"), dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in said Recorder's Office, as the same has been and may be amended and supplemented.

D. On July 23, 2013, the Developer executed that certain subdivision plat entitled "RUNNING HORSE – THIRD PLAT" (the "Running Horse Third Plat"), covering the real property formerly legally described as shown therein and on **Exhibit A** 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 B** attached to this Supplemental Declaration, which Running Horse Third Plat was approved on July 25, 2013, by the County, and was recorded on July 25, 2013, under Document No. 2013011852, in Book 21, at Page 152, in said Recorder's Office.

E. The real property covered by the Running Horse Third Plat is sometimes herein collectively referred to as the "Second Expansion Property".

F. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Running Horse Third Plat.

G. The Developer desires to exercise its right to expand the Running Horse Property to include the additional Lots, Tracts, any Common Areas and other property which constitute the Second Expansion Property and to subject the Second Expansion Property to the covenants, conditions and provisions contained in the Homes Association Declaration, as supplemented and amended hereby.

H. Under 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.

I. 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.

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, Tracts, any Common Areas or other property, which constitute the Second Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Running Horse Third Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Recording of the Running Horse Third Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Second 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 expanded by the Second Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Running Horse Third Plat, dedicated to and accepted by the County), parks (except those previously, or by the Running Horse Third Plat, dedicated to and accepted by the County), 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 or in the Running Horse First Plat, the Running Horse Second Plat, or the Running Horse Third Plat, and (ii) "Lot" means all Lots described in the Declaration or in the Running Horse First Plat, the Running Horse Second Plat, or the Running Horse Third Plat, and (iii) all references to the

"Homes Association Declaration" shall mean the Homes Association Declaration as supplemented and amended by this Supplemental Declaration.

4. **Homes Association Declaration Operative on New Lots, Tracts and Common Area and Other Areas, if Any.** The new Lots, Tracts, any Common Areas or other property which constitute the Second Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Running Horse Third Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

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 Running Horse Property or the Second 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 H. Reynolds*

Ora H. Reynolds, President

ATTEST:

By: *Donald K. Hagan*

Donald K. Hagan, Secretary

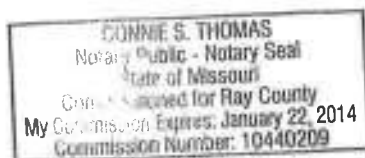
STATE OF MISSOURI)

) SS.

COUNTY OF CLAY)

On this 11th day of June, 2013, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental 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
Typed or Printed Name of Notary

My Commission expires: 1-22-14

Exhibit A**Legal Description of Second Expansion Property Prior to Platting by Running Horse Third Plat**

A subdivision of land in the Southwest Quarter and the Northwest Quarter of Section 18, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows:

A tract of land in the West Half of Section 18, Township 52 North, Range 34 West of the 5th Principal Meridian in Platte County, Missouri being bounded and described as follows:

Beginning at the Northwest corner of Tract C, RUNNING HORSE-SECOND PLAT, a subdivision of land in Platte County, Missouri recorded in Book 20 at Page 123; thence South 00°01'13" East, along the West line of said subdivision, 165.51 feet; thence South 19°16'43" West, continuing along said West line, 140.14 feet; thence South 21°48'34" West, continuing along said West line, 50.00 feet; thence South 68°11'26" East, 2.10 feet; thence Easterly, continuing along said West line, along a curve to the left having an initial tangent bearing of South 68°11'27" East with a radius of 775.00 feet, a central angle of 00°57'27" and an arc distance of 12.95 feet; thence South 18°15'58" West along the said West line of said subdivision, 136.79 feet to the Southwest corner of Lot 79 of said subdivision; thence South 72°40'45" East, along the South line of said subdivision, 106.72 feet; thence South 17°19'15" West, continuing along the South line of said subdivision, 11.25 feet; thence South 72°40'45" East, continuing along the South line of said subdivision, 50.00 feet; thence South 74°10'18" East, continuing along the South line of said subdivision, 178.68 feet; thence South 69°10'57" East, continuing along the South line of said subdivision, 215.66 feet; thence South 72°41'31" East, continuing along the South line of said subdivision, 140.55 feet to the Northwest corner of Lot 88 of said subdivision; thence South 15°58'52" West, along the West line of said subdivision, 227.20 feet; thence South 15°39'10" West, continuing along the West line of said subdivision, 60.00 feet to the South right-of-way line of NW 123rd Street, as now established; thence North 74°20'50" West, 70.70 feet; thence Westerly along a curve to the right being tangent to the last described course with a radius of 2,530.00 feet, a central angle of 01°41'34" and an arc distance of 74.75 feet; thence North 72°39'16" West, 473.99 feet; thence Northwesterly along a curve to the right being tangent to the last described course with a radius of 430.00 feet, a central angle of 18°23'26" and an arc distance of 138.02 feet; thence North 54°15'50" West, 351.36 feet; thence Northwesterly along a curve to the left being tangent to the last described course with a radius of 470.00 feet, a central angle of 20°18'17" and an arc distance of 166.56 feet; thence North 15°25'52" East, 190.16 feet; thence North 75°49'39" West, 43.90 feet; thence North 00°20'13" West, 475.13 feet to a point on the South line of Tract "B", LAKES AT OAKMONT SEVENTH PLAT, a subdivision of land in Platte County Missouri recorded in Book 20 at Page 40; thence South 70°01'13" East, along the South line of said Tract "B", 610.56 feet; thence North 89°58'47" East, continuing along said South line, 89.18 feet to the Point of Beginning. Containing 637,615 square feet or 14.64 acres, more or less.

Note: The above-described Second Expansion Property has been platted. The recording information identifying the Running Horse Third Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this Exhibit A is attached.

Exhibit B

Description of Lots and Tracts Contained in Running Horse Third Plat

Lots 105 through and including 135 and Tract D, RUNNING HORSE – THIRD PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

**CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of the Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the Owner and holder of all of the Class B stock of The Running Horse 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 6th day of June, 2013.



Aaron Schmidt

2008 APR -3 P 2:32 R

RECORDED FOR 1120 PG. 584
GLORIA BOYER, PLATTE CO. RECORDER

75
30
1725

Cheryl G. Galt
Deputy

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

KANSAS CITY TITLE

Document Title:	Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse
Document Date:	<i>March 18</i> , 2008
Grantor Names:	Hunt Midwest Real Estate Development, Inc.
Grantee Names:	N/A
Statutory Address:	8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161
Legal Description:	See Exhibit A attached
Reference Book and Page:	Document No. 23184, Book 1047, Page 743

**THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE (this "Supplemental Declaration") is made and executed as of *March 18*, 2008, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), APEX HOMES, INC., a Kansas corporation, MCFARLAND CUSTOM BUILDERS, INC., a Missouri corporation, JOSEPH M. MCCOY, individual, JON K. AND SHAUNA M. COOPER, husband and wife, and RICHARD AND SHELIA GADWOOD, husband and wife (the "Undersigned Lot Owners").

RECITALS:

A. On August 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - 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 "Running Horse Property"), which First Plat was approved on April 13, 2004, by Platte County, Missouri, and was recorded on November 30, 2004, under Document No. 23183, in Book 20, at Page 59, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

B. On July 22, 2005, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - SECOND PLAT" (the "Second Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A to the First Supplemental Declaration described below), and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked on the described Plat and as identified on Exhibit B attached to the First Supplemental Declaration (collectively, the "First Expansion Property"), which Second Plat was approved on November 16, 2005, by the County, and was recorded on November 23, 2005, under Document No. 22103, in Book 20, at Page 123, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

C. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in said Recorder of Deeds Office, which has been amended and supplemented by the First Supplement thereto and the Second Supplement thereto (the "Declaration"), pursuant to which the Developer subjected the Property (including the First Expansion Property) to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Running Horse Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value. All capitalized terms or words in this Supplement shall have the meanings and definitions ascribed to them in the Declaration.

D. The Developer has also executed that certain Homes Association Declaration of The Running Horse Homes Owners Association (the "Association"), dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23185, in Book 1047, at Page 744, in said Recorder of Deeds Office, which has been amended by the First Supplement thereto (the "Homes Association Declaration").

E. The Undersigned Lot Owners presently own Lots 1, 24, 39, 40 and 50 of those Lots described on **EXHIBIT A**, the Developer owns the remaining Lots described on **EXHIBIT A**, and the Developer is the sole Class B Member of the Association.

F. Under 9.2 of the Declaration, at any time the Developer is a Class B Member of the Association, the Declaration may be amended by the execution of a supplemental declaration which is approved and signed by the Developer.

G. The Undersigned Lot Owners are willing to subject their respective Lots to the amended and modified restrictions and reservations set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer and the Undersigned Lot Owners state and declare as follows:

1. **Deletion of Section 8 of First Supplement.** Section 8 of the First Supplemental Declaration, which prohibits fencing on Lots 51, 90, 91, 92, 93 and 104 of the Second Plat Property, is hereby deleted.

2. **Fencing Restrictions on Certain Lots of First and Second Plat Properties.** Lots 1, 24, 25, 29, 30, 39, 40 and 50 of the First Plat Property and Lots 51, 90, 91, 92, 93 and 104 of the Second Plat Property (for purposes of this paragraph only, referred to as the "Restricted Lots") are hereby subjected to the following:

(a) The Developer has constructed a steel fence along Running Horse Road having the following specifications:

Montage Majestic residential fence panels by Ameristar
4' High – 3 Rail Steel Fence
1 1/4" x 3/4" horizontal channels
5/8" x 5/8" pickets
2" x 2" wall post with mounting brackets for fence.

(b) The Owners of the Restricted Lots may erect and install steel fencing (which must be identical in type, quality, materials and appearance to that installed by the Developer pursuant to Paragraph 2.(a) above), along the side yards and rear/back Lot lines, at locations and as approved in advance by the Review Committee. Such fence installation shall be subject to the provisions of Section 4.3 of the Declaration (to the extent not inconsistent with these provisions) and shall not be installed or erected without the prior approval of the Review Committee.

3. **Ratification of Declaration.** The Developer, on behalf of itself as the sole Class B Member and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, and the Undersigned Lot Owners, hereby ratify, affirm and confirm 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, the Undersigned Lot Owners 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 Running Horse Property or any Lot otherwise subject to the terms hereof.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officers and the Undersigned Lot Owners have executed this Supplemental Declaration as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By:

Ora H. Reynolds, VP
Ora H. Reynolds, Vice President and General Manager

ATTEST:

By:

Donald K. Hagan
Donald K. Hagan, Secretary

UNDERSIGNED LOT OWNERS:

Apex Homes, Inc.
Apex Homes, Inc.

Ralph Hester For mCB
McFarland Custom Builders, Inc.

Joseph M. McCoy
Joseph M. McCoy

Jon K. Cooper
Jon K. Cooper

Richard Gadwood
Richard Gadwood

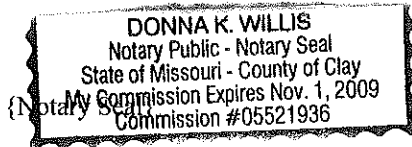
Shirley M. Cooper
Shirley M. Cooper

Shelia Gadwood
Shelia Gadwood

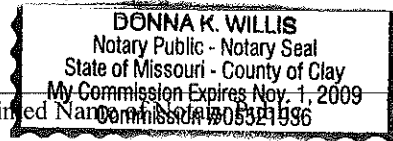
STATE OF MISSOURI)
) SS.
 COUNTY OF CLAY)

On this 18th day of March, 2008, 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 Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Third 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.



Donna K. Willis
 Signature of Notary Public in and for said County and State



My Commission Expires:

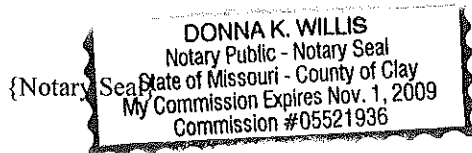
11/1/09

Typed or Printed Name of Notary Public

STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Dave Smith, who, being by me duly sworn, did say that he is the President of Apex Homes, Inc., a Kansas corporation, that he executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, with full authority to do so, and he acknowledged that he 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.



Donna K. Willis
Signature of Notary Public in and for said County and State



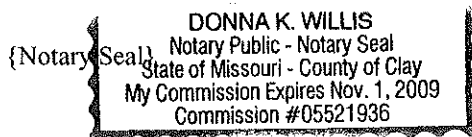
My Commission Expires:

11/1/09

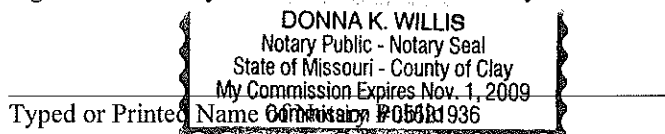
STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Kenny McFarland, who, being by me duly sworn, did say that he is the President of McFarland Custom Builders, Inc., a Missouri corporation, that he executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, with full authority to do so, and he acknowledged that he 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.



Donna K. Willis
Signature of Notary Public in and for said County and State



My Commission Expires:

11/1/09

STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Joseph M. McCoy, who, being by me duly sworn, did say that he executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K Willis
Signature of Notary Public in and for said County and State



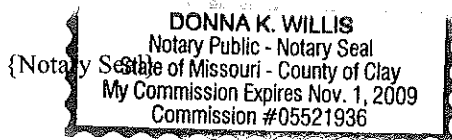
My Commission Expires:

11/1/09

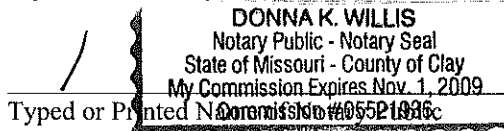
STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Jon K. Cooper and Shauna M. Cooper, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Donna K Willis
Signature of Notary Public in and for said County and State



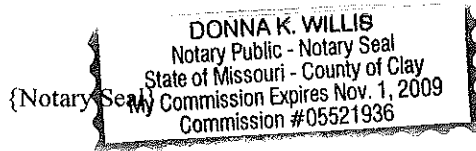
My Commission Expires:


11/1/09

STATE OF MISSOURI)
COUNTY OF Clay) SS.

On this 18th day of March, 2008, before me, the undersigned Notary Public, appeared Richard Gadwood and Shelia Gadwood, husband and wife, who, being by me duly sworn, did say that they executed the foregoing Third Supplement to Declaration of Covenants, Conditions, Restrictions and Easements as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.




Signature of Notary Public in and for said County and State


Typed or Printed Name of Notary Public

My Commission Expires:

11/1/09

BK 1120PG0584

**EXHIBIT A
TO
THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE**

Lots 1, 24, 25, 29, 30, 39, 40 and 50, RUNNING HORSE – FIRST PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

Lots 51, 90, 91, 92, 93 and 104, RUNNING HORSE – SECOND PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of the Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the sole Class B Member of The Running Horse Home Owners Association and entitled to cast a majority of the votes under the Homes Association Declaration.

Dated this 18th day of March, 2008.

Tamara S. Henderson

Tamara S. Henderson

KANSAS CITY TITLE
201 W. LEXINGTON, #301
INDEPENDENCE, MO 64050
KANSAS CITY TITLE

RETURN TO: Kathy P.

FILE NO: 73677



42/1

Recorded in Platte County, Missouri

Recording Date/Time: 07/25/2013 at 01:12:41 PM

Instr Number: 2013011853

Book: 1215 Page: 564

Type: DE DEC

Pages: 7

Fee: \$42.00 S



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...



Gloria Boyer,
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Fourth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse
Document Date: June 11, 2013
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: Hunt Midwest Real Estate Development, Inc.
Statutory Address: 8300 N.E. Underground Drive, Suite 100, Kansas City, Missouri 64161
Legal Description: See Exhibits A and B attached
Reference Book and Page: Document No. 23184, Book 1047, Page 743

FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE

THIS FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RUNNING HORSE (this "Supplemental Declaration") is made and executed as of June 11, 2013, 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 11, 2004, the Developer executed that certain subdivision plat entitled "RUNNING HORSE – 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 Arcas, the streets, roadways and other areas shown and marked on the First Plat as identified therein and in the Declaration (the "Property" and, as expanded as set forth below, the "Running Horse Property"), which First Plat was approved on April 13, 2004, by Platte County, Missouri (the "County"), and was recorded on November 30, 2004, under Document No. 23183, in Book 20, at Page 59, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City.

B. The Developer has executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Running Horse, dated November 29, 2004, which was recorded on November 30, 2004, under Document No. 23184, in Book 1047, at Page 743, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City, which has been supplemented, amended and modified by the First, Second and Third Supplements thereto (as supplemented, amended and modified, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property and creating, establishing, maintaining and preserving a residential neighborhood possessing features of more than ordinary value.

C. Under ARTICLE VI of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots and Common Areas, as defined therein.

D. On July 23, 2013, the Developer executed that certain subdivision plat entitled "RUNNING HORSE - THIRD PLAT" (the "Running Horse Third Plat"), covering the real property formerly legally described as shown therein and on **Exhibit A** to this Supplemental Declaration, and platting the same into the Lots, and any tracts, private open space, sign monumentation tracts, storm water detention areas, streets, roadways or other areas shown and marked thereon and as identified on **Exhibit B** attached to this Supplemental Declaration (collectively, the "Second Expansion Property"), which Running Horse Third Plat was approved on July 25, 2013, by the County, and was recorded on July 25, 2013, under Document No. 2013011852, in Book 21, at Page 452, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

E. The Developer presently owns all of the Lots (including any private open space, storm water detention areas or other tracts) and any Common Areas shown on the Running Horse Third Plat.

F. The Developer desires to exercise its right to further expand the Running Horse Property to include the additional Lots, tracts, Common Areas and any other areas which constitute the Second Expansion Property and to subject the Second Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended.

G. Under the Declaration, at any time the Developer owns any Class B stock of The Running Horse Home Owners Association (the "Association"), the Declaration may be amended, with the consent of the Developer, by adoption of a supplemental declaration which is approved by a majority of the votes possible to be cast under the Homes Association Declaration (the "Homes Association Declaration") by Members of the Association (including the Developer).

H. The Developer presently owns all of the Class B stock of the Association and it owns Lots entitling it to cast a majority of the votes possible to be cast under the 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 Running Horse Property to include the additional Lots, Tracts (including any private open space, sign monumentation, storm water detention areas or other tracts) and any Common Areas which constitute the Second Expansion Property.
2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Running Horse Third Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Recording of the Running Horse Third Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas (including any private open space, sign monumentation, storm water detention areas or other tracts) and all other areas, if any, added by the Second Expansion Property.
3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Running Horse Third Plat and this Supplemental Declaration to include the Second Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all the Plats and the Running Horse Third Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.
4. **Declaration Operative on New Lots and Common Areas.** The new Lots, Tracts (including any private open space, sign monumentation or storm water detention basin areas or other tracts) and any Common Areas, which constitute the Second Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Running Horse Third Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City.

5. **Use and Maintenance of Tract D as Private Open Space.** Tract D shown on or in the Running Horse Third Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as a private open green space area.

6. **Fencing Restrictions on Certain Lots.** Lots 105, 109, 110 and 113 of the Second Expansion Property (for purposes of this paragraph only, referred to as the "Restricted Lots") are hereby subjected to the following:

(a) The Developer has constructed a steel fence along Running Horse Road having the following specifications:

Montage Majestic residential fence panels by Ameristar
 4' High – 3 Rail Steel Fence
 1¼" x 3/4" horizontal channels
 5/8" x 5/8" pickets
 2" x 2" wall post with mounting brackets for fence.

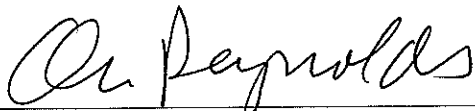
(b) The Owners of the Restricted Lots may erect and install steel fencing (which must be identical in type, quality, materials and appearance to that installed by the Developer pursuant to Paragraph 6.(a) above), along the side yards and rear/back Lot lines, at locations and as approved in advance by the Review Committee. Such fence installation shall be subject to the provisions of Section 4.3 of the Declaration (to the extent not inconsistent with these provisions) and shall not be installed or erected without the prior approval of the Review Committee.

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 previously supplemented and amended, 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 Running Horse Property, the Second Expansion Property or any Lot otherwise subject to the terms hereof.

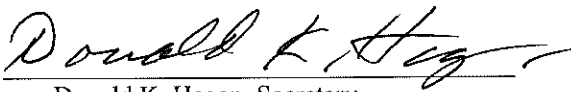
IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officers as of the day and year first above written.

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

{Corporate Seal}

By: 
 Ora H. Reynolds, President

ATTEST:

By: 
 Donald K. Hagan, Secretary

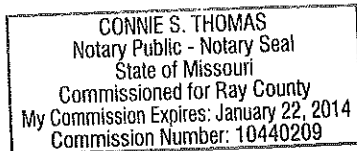
ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
 COUNTY OF CLAY)

On this 11th day of June, 2013, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing Supplemental Declaration 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

Connie S Thomas
 Typed or Printed Name of Notary

My Commission expires:

1-22-14

EXHIBIT A
TO
FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE

Legal Description of Second Expansion Property Prior to Platting

A tract of land in the West Half of Section 18, Township 52 North, Range 34 West of the 5th Principal Meridian in Platte County, Missouri being bounded and described as follows:

Beginning at the Northwest corner of Tract C, RUNNING HORSE-SECOND PLAT, a subdivision of land in Platte County, Missouri recorded in Book 20 at Page 123; thence South 00°01'13" East, along the West line of said subdivision, 165.51 feet; thence South 19°16'43" West, continuing along said West line, 140.14 feet; thence South 21°48'34" West, continuing along said West line, 50.00 feet; thence South 68°11'26" East, 2.10 feet; thence Easterly, continuing along said West line, along a curve to the left having an initial tangent bearing of South 68°11'27" East with a radius of 775.00 feet, a central angle of 00°57'27" and an arc distance of 12.95 feet; thence South 18°15'58" West along the said West line of said subdivision, 136.79 feet to the Southwest corner of Lot 79 of said subdivision; thence South 72°40'45" East, along the South line of said subdivision, 106.72 feet; thence South 17°19'15" West, continuing along the South line of said subdivision, 11.25 feet; thence South 72°40'45" East, continuing along the South line of said subdivision, 50.00 feet; thence South 74°10'18" East, continuing along the South line of said subdivision, 178.68 feet; thence South 69°10'57" East, continuing along the South line of said subdivision, 215.66 feet; thence South 72°41'31" East, continuing along the South line of said subdivision, 140.55 feet to the Northwest corner of Lot 88 of said subdivision; thence South 15°58'52" West, along the West line of said subdivision, 227.20 feet; thence South 15°39'10" West, continuing along the West line of said subdivision, 60.00 feet to the South right-of-way line of NW 123rd Street, as now established; thence North 74°20'50" West, 70.70 feet; thence Westerly along a curve to the right being tangent to the last described course with a radius of 2,530.00 feet, a central angle of 01°41'34" and an arc distance of 74.75 feet; thence North 72°39'16" West, 473.99 feet; thence Northwesterly along a curve to the right being tangent to the last described course with a radius of 430.00 feet, a central angle of 18°23'26" and an arc distance of 138.02 feet; thence North 54°15'50" West, 351.36 feet; thence Northwesterly along a curve to the left being tangent to the last described course with a radius of 470.00 feet, a central angle of 20°18'17" and an arc distance of 166.56 feet; thence North 15°25'52" East, 190.16 feet; thence North 75°49'39" West, 43.90 feet; thence North 00°20'13" West, 475.13 feet to a point on the South line of Tract "B", LAKES AT OAKMONT SEVENTH PLAT, a subdivision of land in Platte County Missouri recorded in Book 20 at Page 40; thence South 70°01'13" East, along the South line of said Tract "B", 610.56 feet; thence North 89°58'47" East, continuing along said South line, 89.18 feet to the Point of Beginning. Containing 637,615 square feet or 14.64 acres, more or less.

Note: The above-described Second Expansion Property has been platted. The recording information identifying the Running Horse Third Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit A** is attached.

EXHIBIT B
TO
FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RUNNING HORSE

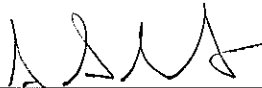
Description of Lots Contained in the Running Horse Third Plat

Lots 105 through and including 135 and Tract D, RUNNING HORSE – THIRD PLAT, a subdivision in Platte County, Missouri, according to the recorded plat thereof.

**CERTIFICATE
OF
SECRETARY
OF
THE RUNNING HORSE HOME OWNERS ASSOCIATION**

I, Aaron Schmidt, hereby certify that I am the duly elected and qualified Secretary of The Running Horse 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 Running Horse, dated November 29, 2004 (the "Declaration"), is the Owner and holder of all Class B stock of The Running Horse 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 11th day of June, 2013.



Aaron Schmidt