

Recorder of Deeds

OLSSON

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status. RSMo 59.310.4 (effective January 1, 2002)

> Christopher L. Wright Recorder of Deeds 415 Third St., Suite 70 Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

Kansas City

KANSAS CITY

Legislation Text

414 E. 12th Street Kansas City, MO 64106

File #: 220096

ORDINANCE NO. 220096

Approving the plat of The Reserve at Riverstone – Fifth Plat, an addition in Platte County, Missouri, on approximately 18.96 acres generally located at on the north side of Highway 152 approximately 1,500 feet east of N. Amity Avenue, creating 47 lots and 2 tracts for the purpose of creating a 47 lot single family home subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00039)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of The Reserve at Riverstone – Fifth Plat, a subdivision in Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

File #: 220096

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on November 16, 2021.

Approved as to form and legality:

Eluard Alegre

Assistant City Attornet a



Authenticated as Passed Quinton Lucas, Mayor

Marilyn Sanders City Clerk

This is to certify that General Taxes for 20<u>24</u>, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO By Dated



Recording Date/Time: 06/09/2025 at 11:19:57 AM Book: 1419 Page: 763

Instr #: 2025005688 Pages: 12 Fee: \$79.00 N 20250005260



OLSSON

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law and you have been charged the fee of \$25.00 for a non-standard Document RSMo 59.310.3 (effective January 1, 2002)

CHRISTOPHER L. WRIGHT

Recorder of Deeds 415 Third St., Suite 70 Platte City, MO 64079

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COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES PLAT OF THE RESERVE AT RIVERSTONE FIFTH PLAT

THIS COVENANT made and entered into this <u>3b</u> day of <u>April</u>, 2<u>025</u>, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and Hunt Midwest Real Estate Development, Inc. and The Riverstone Home Owners Association (Owners).

WHEREAS, Owners have an interest in certain real estate generally located on the north side of Highway 152 approximately 1,500 feet east of N. Amity Ave, of Platte County, Missouri, (**Property**), more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owners intend to cause the Property to be platted as Plat of The Reserve at Riverstone Fifth Plat, (Plat), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owners intend to subdivide the Property and create pursuant to the Plat Lots 183-229 and Tract W as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owners on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as "The Facilities"; and

WHEREAS, The Facilities, located on Tract T of The Reserve at Riverstone Fourth Plat, as shown on Exhibit "C" attached hereto, and Tract W of The Reserve at Riverstone Fifth Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owners agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owners and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract T of The Reserve at Riverstone Fourth Plat, and Tract W of The Reserve at Riverstone Fifth Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract T of The Reserve at Riverstone Fourth Plat, and Tract W of The Reserve at Riverstone Fifth Plat.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and nonbeneficial vegetation.

d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

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- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract T of The Reserve of Riverstone Fourth Plat and Tract W of The Reserve at Riverstone Fifth Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract T of The Reserve at Riverstone Fourth Plat, and Tract W of The Reserve at Riverstone Fifth Plat pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2019-019, and 2021-100, respectively.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract T of The Reserve at Riverstone Fourth Plat and/or Tract W of The Reserve at Riverstone Fifth Plat in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owners, and/or the owners of Lots 183-229 served by The Facilities on Tract T of The Reserve of Riverstone Fourth Plat, and Tract W of The Reserve at Riverstone Fifth Plat.
- b. Assess a lien on either Tract T of The Reserve of Riverstone Fourth Plat, Tract W of The Reserve at Riverstone Fifth Plat, or on the Lots 183-229, or all served by The Facilities on Tract T of The Reserve of Riverstone Fourth Plat and Tract W of The Reserve at Riverstone Fifth Plat;
- c. Maintain suit against Owners, and/or the owner of Tract W of The Reserve at Riverstone Fifth Plat and/or the owners of Lots 183-229 served by The Facilities on Tract T of The Reserve of Riverstone Fourth Plat and Tract W of The Reserve of Riverstone Fifth Plat for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owners and/or the thencurrent owners of Tract T of The Reserve of Riverstone Fourth Plat, Tract W of The Reserve at Riverstone Fifth Plat, and Lots 183-229 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owners and/or the owner of Tract T of The Reserve at Riverstone Fourth Plat and Tract W of The Reserve at Riverstone Fifth Plat shall not use, nor attempt to use, in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A". Owners shall remain liable under the terms of this Covenant unless and until Owners assign their rights and obligations to a third party and such assignment is accepted by the City. Notwithstanding the foregoing, after completion of The Facilities and acceptance thereof by the City, Owners may Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 CLD-FnPlat-2021-00039

assign their rights and obligations hereunder to The Reserve at Riverstone Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tract T of the Reserve at Riverstone Fourth Plat and/or Tract W of The Reserve at Riverstone Fifth Plat by deed to the Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owners" herein and assume all rights and obligations as Owners as set forth herein. Further, Owners may transfer ownership of Lots 183-229 with the Plat by deed to third parties without obtaining City's acceptance or approval.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City: Director of KC Water 4800 E 63rd Street Kansas City, Missouri 64130

Notices to Owner shall be addressed to: Hunt Midwest Real Estate Development, Inc. 8300 NE Underground Drive Kansas City, MO 64161 Ora H. Reynolds, President Fax: 816-455-8701, Phone: 816-455-2500

The Riverstone Home Owners Association 11500 N Ambassador Dr Ste 360 Kansas City, MO 64153

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Owners, their successors, assigns and transferees.

Sec. 11. Owners shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

City Clerk

KANSAS CITY, MISSOURI Director of KC Water

Approved as to form? Assistant City Attorney

STATE OF MISSOURI)) SS COUNTY OF Jackson)

BE IT REMEMBERED that on this <u>30</u> day of <u>April</u>, 2<u>025</u>, before me, the undersigned, a notary public in and for the county and state aforesaid, came <u>Kenneth</u> <u>Maran</u>, Director of KC Water, of Kansas City, Missouri, a corporation duly organized incorporated and existing under and by virtue of the laws of the State of Missouri, and <u>Marilyn</u> <u>Sanders</u>, <u>City</u> <u>Clerk</u> of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

Notary Public

My Commission Expires:

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Notary Public - Notary Soul	
PIMIE OF MISSOURI	
Clay Country	
my commission Expires lan 17 303	a.
Commission # 19883356	T

OWNER Tract W Hunt Midwest Real Estate Development, Inc. 8300 NE Underground Drive Kansas City, MO 64161 Brenner Holland, Senior Vice President Phone: 816.455.2500, Fax: 816.455.8701

I hereby certify that I have authority to execute this document on behalf of Owner.

By: Brenne- Holland Jr SrVP Title: F Date:

Check one: () Sole Proprietor) Partnership (X) Corporation

() Limited Liability Company (LLC)

Attach corporate seal if applicable

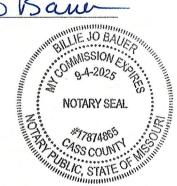
STATE OF Misson COUNTY OF Jacks. SS

BE IT REMEMBERED, that on the 17 day of An 2025. before me, the undersigned notary public in and for the county and state aforesaid, came Brenner Holland, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of Hunt Midwest Real Estate Development Inc., and that said instrument was signed on behalf of said Corporation and acknowledged said instrument to be the free act and deed of said Corporation.

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

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CLD-FnPlat-2021-00039

OWNER Tract T The Riverstone Home Owners Association 11500 N Ambassador Dr., Suite 360 Kansas City, MO 64153 Brenner Holland, President Phone: 816.455.2500, Fax: 816.455.8701

I hereby certify that I have authority to execute this document on behalf of Owner.

By: F. B- Deelg-Title: FBrenne- Hollard Jr President Date:

Check one:
() Sole Proprietor
() Partnership
(X) Corporation
() Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF <u>Missini</u>) COUNTY OF <u>Jackson</u>) SS

BE IT REMEMBERED, that on the 17^{++} day of 4000, 2025, before me, the undersigned notary public in and for the county and state aforesaid, came **Brenner Holland**, to me personally known, who being by me duly sworn did say that he is the President of The Riverstone Home Owners Association, and that said instrument was signed on behalf of said corporation and acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires: 9-4-2025



Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 Page 7

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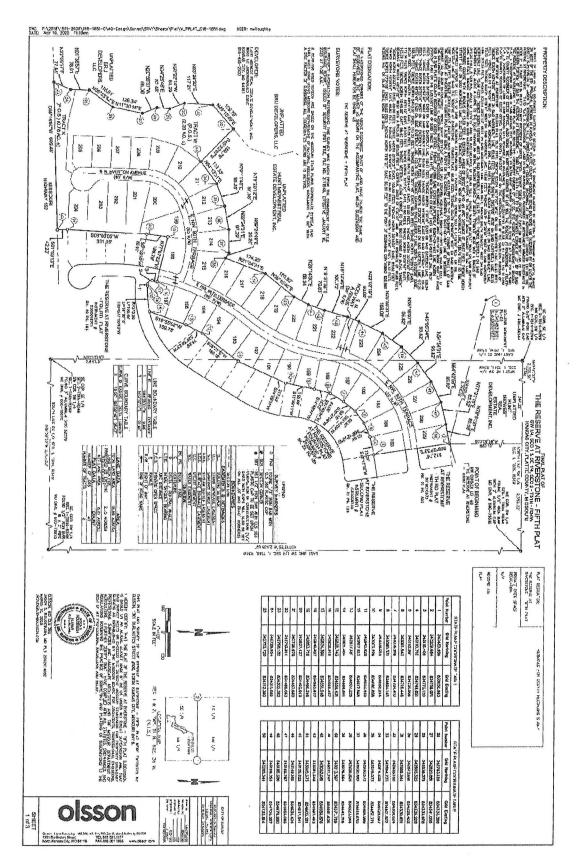
EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land in the Southwest Quarter of Section 1, and the Southeast Quarter of Section 2, Township 51 North, Range 34 West of the 5th Principal Meridian in Kansas City, Platte County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092 as follows: Beginning at the Northwest corner of Lot 88, THE RESERVE AT RIVERSTONE - THIRD PLAT, a subdivision of land in said Kansas City, recorded as Instrument number 2018010973 in Book 21 at Page 393 in Platte County Recorder of Deeds Office; thence South 08°28'33" East on the West line of the Northern portion of said THE RESERVE AT RIVERSTONE - THIRD PLAT, 312.74 feet to the Southwest corner of Lot 87 of said THE RESERVE AT RIVERSTONE - THIRD PLAT also being the Northwest corner of Lot 52, THE RESERVE AT RIVERSTONE - SECOND PLAT, a subdivision of land in said Kansas City, recorded as Instrument number 2015000155 in Book 21 at Page 126 in said Platte County Recorder of Deeds Office, also being the Northeast corner of Lot 182, THE RESERVE AT RIVERSTONE - FOURTH PLAT, a subdivision of land in said Kansas City, recorded as Instrument number 2020018791 in Book 22 at Page 185 in said Platte County Recorder of Deeds Office; thence South 78°12'32" West on the Northerly line of the Southern portion of said THE RESERVE AT RIVERSTONE - FOURTH PLAT, 75.31 feet; thence South 66°12'20" West on said Northerly line, 63.63 feet; thence South 53°43'09" West on said Northerly line, 62.92 feet; thence South 39°27'08" West on said Northerly line, 62.15 feet; thence South 31°45'04" West on said Northerly line, 64.00 feet; thence South 14°48'47" West on said Northerly line, 75.73 feet; thence South 11°59'11" West on said Northerly line, 116.69 feet; thence South 24°29'01" West on said Northerly line, 217.03 feet; thence South 38°21'12" West on said Northerly line, 189.18 feet; thence South 26°50'23" West on said Northerly line, 75.86 feet; thence South 19°55'06" West on said Northerly line, 159.75 feet; thence Westerly on said Northerly line, along a curve to the right having an initial tangent bearing of South 77°08'43" West with a radius of 375.00 feet, a central angle of 16°16'16" and an arc distance of 106.49 feet; thence North 86°35'01" West on said Northerly line, 9.68 feet; thence Northwesterly on said Northerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 98°02'46" and an arc distance of 25.67 feet; thence North 12°10'11" East on said Northerly line, 21.60 feet; thence North 77°07'22" West on said Northerly line, 189.79 feet to the Northwest corner of Lot 170 of said THE RESERVE AT RIVERSTONE -FOURTH PLAT: thence South 07°09'50" West on the Westerly line of said THE RESERVE AT RIVERSTONE - FOURTH PLAT, 86.91 feet; thence South 03°00'05" West on said Westerly line, 331.05 feet; thence South 01°45'13" East on said Westerly line, 42.23 feet to the Southwest corner of Tract V of said THE RESERVE AT RIVERSTONE - FOURTH PLAT also being a point on the existing Northerly right-of-way line of MISSOURI HIGHWAY 152 as now established; thence South 88°14'50" West on said existing Northerly right-of-way line, 609.48 feet to the Southwest corner of Tract III, Missouri Warranty Deed recorded as Instrument Number 2007 001410 in Book 1097 at Page 526 in said Platte County Recorder of Deeds Office; thence leaving said existing Northerly right-of-way line, North 23°05'57" East on the Westerly line of said Tract III, 77.84 feet; thence North 01°36'57" East on said Westerly line, 78.01 feet; thence North 35°33'52" East on said Westerly line 118.61 feet; thence North 11°30'16" East on said Westerly line, 126.34 feet; thence North 20°56'37" West on said Westerly line, 65.06 feet; thence North 04°28'46" East on said Westerly line, 52.48 feet; thence North 20°23'10" West on said Westerly line, 64.29 feet; thence North 03°36'30" East on said Westerly line, 117.21 feet; thence North 49°15'49" East on said Westerly line, 129.79 feet; thence leaving said Westerly line, South 45°22'07" East, 188.79 feet; thence North 54°13'31" East, 113.33 feet; thence North 70°11'48" East, 98.25 feet; thence North 79°20'12" East, 97.58 feet; thence North 89°24'31" East, 97.29 feet; thence South 59°24'49" East, 26.28 feet; thence Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 CLD-FnPlat-2021-00039

North 21°04'31" East 174.95 feet; thence North 38°15'46" East, 153.92 feet; thence North 28°14'30" East, 68.34 feet; thence North 19°37'32" East, 70.83 feet; thence North 16°14'49" East, 100.70 feet; thence North 22°02'19" East, 50.00 feet; thence North 25°50'31" East, 108.08 feet; thence North 35°16'07" East, 95.82 feet; thence North 45°05'04" East, 95.82 feet; thence North 54°54'01" East, 95.82 feet; thence North 64°42'59" East, 95.82 feet; thence North 77°31'18" East, 95.52 feet; thence North 79°51'27" East, 80.85 feet to the Point of Beginning. Containing 825,906 square feet or 18.96 acres, more or less.

EXHIBIT "B"



Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 Page 10

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Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 Page 11

CLD-FnPlat-2021-00039

Book 1419 Page 763

EXHIBIT "C"

Recorded in Platte County, Missouri Recording Date/Time: 06/09/2025 at 11:19:57 AM 1419 Page: 765

Instr #: 2025005690 Pages: 8 Fee: \$45.00 S 20250005260

OLSSON

Book:



(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Sixth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements **Document Title:** of Riverstone May leth ,2025 Document Date: Hunt Midwest Real Estate Development, Inc. Grantor Names: Grantee Names: Hunt Midwest Real Estate Development, Inc. Statutory Address: 1881 Main Street, Suite 200, Kansas City, Missouri 64108 Legal Description: See Exhibits A and B attached Reference Book and Page: Document No. 018947, Book 1114, Page 997 Document No. 2020018796, Book 1342, Page 807

SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, **RESTRICTIONS AND EASEMENTS OF RIVERSTONE**

THIS SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, **RESTRICTIONS AND EASEMENTS OF RIVERSTONE** (this "Supplemental Declaration") is made and , 2025, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, executed as of May (m INC., a Missouri corporation (the "Developer"), with a notice mailing address at Suite 200, 1881 Main Street, Kansas City, Missouri 64108.

RECITALS:

On November 15, 2007, the Developer executed that certain subdivision plat entitled "THE A. RESERVE AT RIVERSTONE - 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 has been and may be expanded as set forth below, the "Riverstone Property"), which First Plat was approved on July 19, 2007, by the City Council of the City of Kansas City, Missouri and was recorded on December 13, 2007, under Document No. 018944, in Cabinet 20, at Page 256, 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 Riverstone, dated December 4, 2007, which was recorded on December 13, 2007, under Document No. 018947, in Book 1114, at Page 997, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City (as previously and herein 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;

Under Section 6.1 of the Declaration, the Developer has the absolute unilateral right to expand the C. Property to include additional Lots and Common Areas, as defined therein;

D. The Property has been expanded to include the real property described in THE RESERVE AT RIVERSTONE – SECOND PLAT, THE RESERVE AT RIVERSTONE – THIRD PLAT AND THE RESERVE AT RIVERSTONE – FOURTH PLAT as set forth in the Supplements to the Declaration recorded in said Recorder of Deeds' Office;

E. On <u>May 67</u>, 2025, the Developer executed that certain subdivision plat entitled "THE RESERVE AT RIVERSTONE – FIFTH PLAT" (the "Fifth 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 basin areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (collectively, the "Fourth Expansion Property"), which Fifth Plat was approved on <u>February 311 2022</u>, 2025, by the City Council of the City, and was recorded on <u>June Q</u>, 2025, in Book **23**, at Page **181**, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City;

F. The Developer presently owns all of the Lots (including any private open space, storm water basin areas or other tracts) and any Common Areas shown on the Fifth Plat;

G. The Developer desires to exercise its right to further expand the Riverstone Property to include the additional Lots, Tracts, Common Areas and any other areas which constitute the Fourth Expansion Property and to subject the Fourth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration, as supplemented and amended;

H. Under 9.2 of the Declaration, at any time the Developer owns any Class B stock of The Riverstone Home Owners Association (the "Association"), the Declaration may be amended by the Developer and thereafter, if the Developer is not a Class B Member but owns Lots, 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); and

I. 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. <u>Exercise of Right to Expand</u>. The Developer hereby exercises its unilateral right to expand the Riverstone Property to include the additional Lots (including any private open space, sign monumentation, storm water detention basin areas or other tracts) and any Common Areas which constitute the Fourth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Fifth 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 Fifth 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 basin areas or other tracts) and all other areas, if any, added by the Fourth 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 Fifth Plat and this Supplemental Declaration to include the Fourth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in the Fifth Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration, and any previous Supplemental Declaration.

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

Use and Maintenance of Any Private Open Space, Community Park Area, Storm Water 5. Detention Tract and Sign Monumentation Tracts. Any private open space, community park area, storm water detention tract or sign monumentation tracts shown on or in the Fifth Plat (including Tracts W and X) shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, community park areas, storm water detention tract or entrance or subdivision identification monumentation or any combination thereof, as applicable.

6. Amendment to Fifth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Riverstone. Developer recorded that certain Fifth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Riverstone with the Recorder of Deeds of Platte County. Missouri on October 30, 2020 as Instrument Number 2020018796 in Book 1342 at Page 807 (the "Fifth Supplement"). Developer hereby amends the Fifth Supplement as follows:

(a) Section 5 is hereby deleted in its entirety and replaced with the following:

"5. Use and Maintenance of Any Private Open Space, Community Park Area, Storm Water Detention Tract and Sign Monumentation Tracts. Any private open space, community park area, storm water detention tract or sign monumentation tracts shown on or in the Fourth Plat (including Tracts T, U and V) shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, community park areas, storm water detention tract or entrance or subdivision identification monumentation or any combination thereof, as applicable."

(b) The legal description contained on Exhibit B of the Fifth Supplement is hereby deleted in its entirety and replaced with the following:

"Description of Lots Contained in the Fourth Plat

Lots 130 through and including 182, and Tracts T, U and V, THE RESERVE AT RIVERSTONE - FOURTH PLAT, a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof."

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 Riverstone Property, the Fourth 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 officer as of the day and year first above written.

> HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC. a Missouri corporation

F. Brenner Holland, Jr., Senior Vice President

ACKNOWLEDGEMENT

STATE OF MISSOURI SS. COUNTY OF JACKSON)

On this 6 day of , 2025, before me, the undersigned Notary Public, appeared F. 1av Brenner Holland, Jr., who, being by me duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Sixth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements of Riverstone 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.



<u>Rillie</u> Jo Barer Typed or Printed Name of Notary

My Commission expires:

THE RESERVE AT RIVERSTONE – FIFTH PLAT C18-1851 April 15, 2025

EXHIBIT A

Property Description:

A tract of land in the Southwest Quarter of Section 1, and the Southeast Quarter of Section 2, Township 51 North, Range 34 West of the 5th Principal Meridian in Kansas City, Platte County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092 as follows: Beginning at the Northwest corner of Lot 88, THE RESERVE AT RIVERSTONE - THIRD PLAT, a subdivision of land in said Kansas City. recorded as Instrument number 2018010973 in Book 21 at Page 393 in Platte County Recorder of Deeds Office; thence South 08°28'33" East on the West line of the Northern portion of said THE RESERVE AT RIVERSTONE - THIRD PLAT, 312.74 feet to the Southwest corner of Lot 87 of said THE RESERVE AT RIVERSTONE - THIRD PLAT also being the Northwest corner of Lot 52, THE RESERVE AT RIVERSTONE - SECOND PLAT, a subdivision of land in said Kansas City, recorded as Instrument number 2015000155 in Book 21 at Page 126 in said Platte County Recorder of Deeds Office, also being the Northeast corner of Lot 182, THE RESERVE AT RIVERSTONE - FOURTH PLAT, a subdivision of land in said Kansas City, recorded as Instrument number 2020018791 in Book 22 at Page 185 in said Platte County Recorder of Deeds Office; thence South 78°12'32" West on the Northerly line of the Southern portion of said THE RESERVE AT RIVERSTONE - FOURTH PLAT. 75.31 feet; thence South 66°12'20" West on said Northerly line, 63.63 feet; thence South 53°43'09" West on said Northerly line, 62.92 feet; thence South 39°27'08" West on said Northerly line, 62.15 feet; thence South 31°45'04" West on said Northerly line, 64.00 feet; thence South 14°48'47" West on said Northerly line, 75.73 feet; thence South 11°59'11" West on said Northerly line, 116.69 feet; thence South 24°29'01" West on said Northerly line, 217.03 feet; thence South 38°21'12" West on said Northerly line, 189.18 feet; thence South 26°50'23" West on said Northerly line, 75.86 feet; thence South 19°55'06" West on said Northerly line, 159.75 feet; thence Westerly on said Northerly line, along a curve to the right having an initial tangent bearing of South 77°08'43" West with a radius of 375.00 feet, a central angle of 16°16'16" and an arc distance of 106.49 feet; thence North 86°35'01" West on said Northerly line, 9.68 feet; thence Northwesterly on said Northerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 98°02'46" and an arc distance of 25.67 feet; thence North 12°10'11" East on said Northerly line, 21.60 feet; thence North 77°07'22" West on said Northerly line, 189.79 feet to the Northwest corner of Lot 170 of said THE RESERVE AT RIVERSTONE -FOURTH PLAT; thence South 07°09'50" West on the Westerly line of said THE RESERVE AT RIVERSTONE - FOURTH PLAT, 86.91 feet; thence South 03°00'05" West on said Westerly line, 331.05 feet; thence South 01°45'13" East on said Westerly line, 42.23 feet to the Southwest corner of Tract V of said THE RESERVE AT RIVERSTONE - FOURTH PLAT also being a point on the existing Northerly right-of-way line of MISSOURI HIGHWAY 152 as now established; thence South 88°14'50" West on said existing Northerly right-of-way line, 609.48 feet to the Southwest corner of Tract III, Missouri Warranty Deed recorded as Instrument Number 2007 001410 in Book 1097 at Page 526 in said Platte County Recorder of Deeds Office; thence leaving said existing Northerly right-of-way line, North 23°05'57" East on the Westerly line of said Tract III, 77.84 feet; thence North 01°36'57" East on said Westerly line, 78.01 feet; thence North 35°33'52" East on said Westerly line 118.61 feet; thence North 11°30'16" East on said Westerly line, 126.34 feet; thence North 20°56'37" West on said Westerly line, 65.06 feet; thence North 04°28'46" East on said Westerly line, 52.48 feet; thence North 20°23'10" West on said Westerly line, 64.29 feet; thence North 03°36'30" East on said Westerly line, 117.21 feet; thence North 49°15'49" East on said Westerly line, 129.79 feet;

thence leaving said Westerly line, South 45°22'07" East, 188.79 feet; thence North 54°13'31" East, 113.33 feet; thence North 70°11'48" East, 98.25 feet; thence North 79°20'12" East, 97.58 feet; thence North 89°24'31" East, 97.29 feet; thence South 59°24'49" East, 26.28 feet; thence North 21°04'31" East 174.95 feet; thence North 38°15'46" East, 153.92 feet; thence North 28°14'30" East, 68.34 feet; thence North 19°37'32" East, 70.83 feet; thence North 16°14'49" East, 100.70 feet; thence North 22°02'19" East, 50.00 feet; thence North 25°50'31" East, 108.08 feet; thence North 35°16'07" East, 95.82 feet; thence North 45°05'04" East, 95.82 feet; thence North 54°54'01" East, 95.82 feet; thence North 64°42'59" East, 95.82 feet; thence North 77°31'18" East, 95.52 feet; thence North 79°51'27" East, 80.85 feet to the Point of Beginning. Containing 825,906 square feet or 18.96 acres, more or less.

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EXHIBIT B TO SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RIVERSTONE

Description of Lots Contained in the Fifth Plat

Lots 183 through and including 229, and Tracts W and X, THE RESERVE AT RIVERSTONE - FIFTH PLAT, a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof.

CERTIFICATE OF SECRETARY OF THE RIVERSTONE HOME OWNERS ASSOCIATION

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary of The Riverstone 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 Riverstone, dated December 4, 2007 (the "Declaration"), is the Owner and holder of all Class B stock of The Riverstone 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 26 day of March 2025.

J Ullson

Amy Nelson



(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title:

Document Date: Grantor Names: Grantee Names: Statutory Address: Legal Description: Reference Book and Page: Fourth Supplement to Homes Association Declaration of The Riverstone Home Owners Association <u>May</u> (2^{-1/A}, 2025 Hunt Midwest Real Estate Development, Inc. Hunt Midwest Real Estate Development, Inc. 1881 Main Street, Suite 200, Kansas City, Missouri 64108 See Exhibits A and B attached Document No. 018948, Book 1114, Page 998 Document No. 2020018795, Book 1342, Page 806

FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE RIVERSTONE HOME OWNERS ASSOCIATION

THIS FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE RIVERSTONE HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of $\mu_{0,\gamma}$ (e^{+//}, 2025, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with a notice mailing address at Suite 200, 1881 Main Street, Suite 200, Kansas City, Missouri 64108.

RECITALS:

A. On November 15, 2007, the Developer executed that certain subdivision plat entitled "THE RESERVE AT RIVERSTONE - 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 (the "Property" and, as has been and may be expanded by subsequent plats and Supplemental Declarations, the "Riverstone Property"), which First Plat was approved on July 19, 2007, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on December 13, 2007, under Document No. 018944, in Cabinet 20, at Page 256, 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 Riverstone Home Owners Association (the "Association"), dated October 19, 2007, which was recorded on December 13, 2007, as Document No. 018948, in Book 1114, at Page 998, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City (as previously and herein 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 in ARTICLE 6 of that certain

Declaration of Covenants, Conditions, Restrictions and Easements of Riverstone, as it may be amended (the "Declaration");

D. The Property has been expanded to include the real property described in THE RESERVE AT RIVERSTONE – SECOND PLAT, THE RESERVE AT RIVERSTONE – THIRD PLAT and THE RESERVE AT RIVERSTONE – FOURTH PLAT, as set forth in the Supplements to the Homes Association Declaration recorded in said Recorder of Deeds' Office;

E. On <u>May</u> ($r^{1/h}$, 2025, the Developer executed that certain subdivision plat entitled "THE RESERVE AT RIVERSTONE – FIFTH PLAT" (the "Fifth 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 basin areas, streets, roadways or other areas shown and marked thereon and as identified on Exhibit B attached to this Supplemental Declaration (collectively, the "Fourth Expansion Property"), which Fifth Plat was approved on <u>February 3,2022</u> (r^{3}_{2025} , by the City Council of the City, and was recorded on <u>June 9</u>, 2025, in Book 23, at Page [10], in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City;

F. The Developer presently owns all of the Lots (including any private open space, sign monumentation tracts, storm water detention basin areas or other tracts) and Common Areas, if any, shown on the Fifth Plat;

G. The Developer desires to exercise its right to expand the Riverstone Property to include the additional Lots and any tracts, private open space, storm water detention basin areas, sign monumentation tracts and any Common Area which constitute the Fourth Expansion Property and to subject the Fourth Expansion Property to the covenants, conditions and provisions contained in the Homes Association Declaration, as supplemented and amended;

H. Under Section 9.2 of the Homes Association Declaration, at any time the Developer owns any Class B stock of the Association, the Homes Association Declaration may be amended by the Developer and thereafter, if the Developer is not a Class B Member but owns Lots, 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 by Members of the Association (including the Developer); and

I. The Developer presently owns all of the Class B stock of the Association and it owns Lots entitling it to case a majority of the votes possible to be cast under the Homes Association Declaration.

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

1. <u>Exercise of Expansion Right</u>. The Developer hereby exercises its right to expand the Riverstone Property to include the additional Lots, any private open space or storm water detention basin areas or other tracts and any Common Area which constitute the Fourth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Fifth 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 Fifth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area (including any private open space or storm water detention basin areas or other tracts) added by the Fourth Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Homes Association Declaration are hereby expanded to encompass and refer to the Riverstone Property and the Fourth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Fifth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Fifth Plat, dedicated to and accepted by the City), swimming pools and related facilities, recreational areas, open or green space areas, sign monumentation areas or tracts, 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 First, Second, Third, Fourth or Fifth Plats and (ii) "Lot" means all Lots described in the Declaration

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or in the First, Second, Third, Fourth or Fifth Plats and (iii) all references to the "Homes Association Declaration" shall mean the Homes Association Declaration as previously supplemented and as supplemented and amended by this Supplemental Declaration.

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

5. <u>Maintenance of Any Private Open Space, Community Park Area, Storm Water Detention Tract</u> and Sign Monumentation Tracts. Any private open space, community park areas, storm water detention tract or sign monumentation tracts shown on or described in the Fifth Plat (including Tracts W and X) shall serve as private open space or community park or storm water detention tract or for entrance or subdivision identification monumentation or any combination thereof, as applicable, with any improvements to be installed by the Developer. Thereafter, the Association shall own, manage, repair, maintain, replace, improve, operate, deal with and keep any such tracts, areas and any improvements in good condition (including mowing and maintenance of plantings and the repair and replacement of sign monumentation) and the costs of doing so shall be paid by the Association.

6. <u>Amendment to Third Supplement to Homes Association Declaration of the Riverstone Home</u> <u>Owners Association</u>. Developer recorded that certain Third Supplement to Homes Association Declaration of the Riverstone Home Owners Association with the Recorder of Deeds of Platte County, Missouri on October 30, 2020 as Instrument Number 2020018795 in Book 1342 at Page 806 (the "Third Supplement"). Developer hereby amends the Third Supplement as follows:

(a) Section 5 is hereby deleted in its entirety and replaced with the following:

"5. <u>Maintenance of Any Private Open Space, Community Park Area, Storm Water</u> <u>Detention Tract and Sign Monumentation Tracts</u>. Any private open space, community park areas, storm water detention tract or sign monumentation tracts shown on or described in the Fourth Plat (including Tracts T, U and V) shall serve as private open space or community park or storm water detention tract or for entrance or subdivision identification monumentation or any combination thereof, as applicable, with any improvements to be installed by the Developer. Thereafter, the Association shall own, manage, repair, maintain, replace, improve, operate, deal with and keep any such tracts, areas and any improvements in good condition (including mowing and maintenance of plantings and the repair and replacement of sign monumentation) and the costs of doing so shall be paid by the Association"

(b) The legal description contained on Exhibit B of the Third Supplement is hereby deleted in its entirety and replaced with the following:

"Description of Lots Contained in the Fourth Plat

Lots 130 through and including 182, and Tracts T, U and V, THE RESERVE AT RIVERSTONE - FOURTH PLAT, a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof."

7. **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 Riverstone Property or the Fourth Expansion Property or any Lot included as a part of the foregoing.

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

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation

<u>*f*</u>- <u>*K*</u>. F. Brenner Holland, Jr., Senior Vice President By:

ACKNOWLEDGEMENT

STATE OF MISSOURI) SS. COUNTY OF JACKSON)

On this _____ day of ______, 2025, before me, the undersigned Notary Public, appeared F. Brenner Holland, Jr., who, being by me duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing Fourth Supplement to Homes Association Declaration on behalf of said corporation under and with full authority 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.

Billie Jo Bar

vped or Printed Name of Notary

My Commission expires:



THE RESERVE AT RIVERSTONE – FIFTH PLAT C18-1851 April 15, 2025

Property Description:

Exhibit A

A tract of land in the Southwest Quarter of Section 1, and the Southeast Quarter of Section 2, Township 51 North, Range 34 West of the 5th Principal Meridian in Kansas City, Platte County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092 as follows: Beginning at the Northwest corner of Lot 88, THE RESERVE AT RIVERSTONE - THIRD PLAT, a subdivision of land in said Kansas City. recorded as Instrument number 2018010973 in Book 21 at Page 393 in Platte County Recorder of Deeds Office; thence South 08°28'33" East on the West line of the Northern portion of said THE RESERVE AT RIVERSTONE - THIRD PLAT, 312.74 feet to the Southwest corner of Lot 87 of said THE RESERVE AT RIVERSTONE - THIRD PLAT also being the Northwest corner of Lot 52, THE RESERVE AT RIVERSTONE - SECOND PLAT, a subdivision of land in said Kansas City, recorded as Instrument number 2015000155 in Book 21 at Page 126 in said Platte County Recorder of Deeds Office, also being the Northeast corner of Lot 182, THE RESERVE AT RIVERSTONE - FOURTH PLAT, a subdivision of land in said Kansas City, recorded as Instrument number 2020018791 in Book 22 at Page 185 in said Platte County Recorder of Deeds Office; thence South 78°12'32" West on the Northerly line of the Southern portion of said THE RESERVE AT RIVERSTONE - FOURTH PLAT, 75.31 feet; thence South 66°12'20" West on said Northerly line, 63.63 feet; thence South 53°43'09" West on said Northerly line, 62.92 feet; thence South 39°27'08" West on said Northerly line, 62.15 feet; thence South 31°45'04" West on said Northerly line, 64.00 feet; thence South 14°48'47" West on said Northerly line, 75.73 feet; thence South 11°59'11" West on said Northerly line, 116.69 feet; thence South 24°29'01" West on said Northerly line. 217.03 feet; thence South 38°21'12" West on said Northerly line, 189.18 feet; thence South 26°50'23" West on said Northerly line, 75.86 feet; thence South 19°55'06" West on said Northerly line, 159.75 feet; thence Westerly on said Northerly line, along a curve to the right having an initial tangent bearing of South 77°08'43" West with a radius of 375.00 feet, a central angle of 16°16'16" and an arc distance of 106.49 feet; thence North 86°35'01" West on said Northerly line, 9.68 feet; thence Northwesterly on said Northerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 98°02'46" and an arc distance of 25.67 feet; thence North 12°10'11" East on said Northerly line, 21.60 feet; thence North 77°07'22" West on said Northerly line, 189.79 feet to the Northwest corner of Lot 170 of said THE RESERVE AT RIVERSTONE -FOURTH PLAT; thence South 07°09'50" West on the Westerly line of said THE RESERVE AT RIVERSTONE - FOURTH PLAT, 86.91 feet; thence South 03°00'05" West on said Westerly line, 331.05 feet; thence South 01°45'13" East on said Westerly line, 42.23 feet to the Southwest corner of Tract V of said THE RESERVE AT RIVERSTONE - FOURTH PLAT also being a point on the existing Northerly right-of-way line of MISSOURI HIGHWAY 152 as now established; thence South 88°14'50" West on said existing Northerly right-of-way line, 609.48 feet to the Southwest corner of Tract III. Missouri Warranty Deed recorded as Instrument Number 2007 001410 in Book 1097 at Page 526 in said Platte County Recorder of Deeds Office; thence leaving said existing Northerly right-of-way line, North 23°05'57" East on the Westerly line of said Tract III, 77.84 feet; thence North 01°36'57" East on said Westerly line, 78.01 feet; thence North 35°33'52" East on said Westerly line 118.61 feet; thence North 11°30'16" East on said Westerly line, 126.34 feet; thence North 20°56'37" West on said Westerly line, 65.06 feet; thence North 04°28'46" East on said Westerly line, 52.48 feet; thence North 20°23'10" West on said Westerly line, 64.29 feet; thence North 03°36'30" East on said Westerly line, 117.21 feet; thence North 49°15'49" East on said Westerly line, 129.79 feet;

Book 1419 Page 76 thence leaving said Westerly line, South 45°22'07" East, 188.79 feet; thence North 54°13'31" Inence leaving sald vvesterly line, South 45 22 07 East, 100.79 leet; thence indication 103 1001 East, 113.33 feet; thence North 70°11'48" East, 98.25 feet; thence North 79°20'12" East, 97.58 East, 113.00 reet, mence North 7011140 East, 90.20 reet; mence North 7912012 East, 97.00 feet; thence North 89°24'31" East, 97.29 feet; thence South 59°24'49" East, 26.28 feet; thence North 2004/24" East, 2 Teet; thence North 89-24-31 East, 97-29 Teet; thence South 99-24-49 East, 20-20 Teet; the North 21°04'31" East 174.95 feet; thence North 38°15'46" East, 153.92 feet; thence North 20°07'100" East 70.93 fast thence North 40°07'100" East 70.93 fast the teet 40°07'100" East 70.93 fast 70.93 fast 70°07'100" East 70.93 fast 70°07'100" East 70 North 21:04 31 East 174.95 reet; thence North 35:15 40 East, 153.92 reet; thence North 28°14'30" East, 68.34 feet; thence North 19°37'32" East, 70.83 feet; thence North 16°14'49" East 400 70 foot the 26°50'24" East 400 Zo 14 3U East, 00.34 reet; thence North 19 37 32 East, 70.03 reet; thence North 10 14 49 East, 100.70 feet; thence North 22°02'19" East, 50.00 feet; thence North 25°50'31" East, 108.08 East, 100.70 reet, mence North 22 02 19 East, 50.00 reet; mence North 25 50 31 East, 100.0 feet; thence North 35°16'07" East, 95.82 feet; thence North 45°05'04" East, 95.82 feet; thence North 54°54'01" East, 95.82 feet; thence North 64°42'59" East, 95.82 feet; thence North 70°54'07" East, 95.82 feet; thence North 70°54'07" East, 95.82 feet; thence North 77°31'18" East, 95.52 feet; thence North 79°51'27" East, 80.85 feet to the Point of Beginning. Containing 825,906 square feet or 18.96 acres, more or less.

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

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EXHIBIT B TO

FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE RIVERSTONE HOME OWNERS ASSOCIATION

Description of Lots Contained in the Fifth Plat

Lots 183 through and including 229, and Tracts W and X, THE RESERVE AT RIVERSTONE - FIFTH PLAT, a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof.

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CERTIFICATE OF SECRETARY OF THE RIVERSTONE HOME OWNERS ASSOCIATION

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary of The Riverstone 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 Riverstone, dated October 19, 2007 (the "Declaration"), is the Owner and holder of all Class B stock of the Riverstone 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 26 day of March , 2025.

Amy Nul 800