

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BENT TREE BLUFFS

(REGARDING BENT TREE BLUFFS SWIM CLUB)

THIS DECLARATION, made on the date indicated below, is hereby executed by 75% of the Lot Owners in the Bent Tree Bluffs subdivision, representing 75% of the Members of the Bent Tree Bluffs Association, herein Grantors, whose address is 705 N.W. Silver Ridge, Lee's Summit, MO 64081, there being no Grantee.

WITNESSETH:

WHEREAS, by Declarations and Supplemental Declarations of Covenants, Conditions and Restrictions of Bent Tree Bluffs, executed by Bent Tree Development Company, predecessor in interest of the Bent Tree Bluffs Association, and recorded March 13, 1989, with the Jackson County Recorder of Deeds as Instrument Nos. 1989I0901222 and 1989I0901223, which instruments are incorporated by reference as though fully set forth herein, ninety-seven (97) residential Lots of the Bent Tree Bluffs subdivision became "subject to the obligation of the owners and successors in title to mandatory membership in the Bent Tree Bluffs Swim Club necessitating a uniform monthly assessment for pool maintenance as determined by the Board of Directors of the Bent Tree Bluffs Swim Club;"

WHEREAS, pursuant to Article XII of the Bylaws of the Bent Tree Bluffs Association, the aforementioned "uniform monthly assessment" is assessed and becomes due as an annual Pool Dues assessment, separate from, but assessed and billed simultaneously with, standard Homeowner Dues;

WHEREAS, additional Lots within the Bent Tree Bluffs subdivision have become subject to the obligation of the owners and successors in title to mandatory membership in the Bent Tree Bluffs Swim Club by virtue of separate Declarations voluntarily executed by owners of such Lots, such that two hundred sixty-one (261) Lots, more or less, out of three hundred twenty-one (321) Lots are now members of the Bent Tree Bluffs Swim Club;

WHEREAS, the Members of the Bent Tree Bluffs Association, a Missouri non-profit corporation, deem it desirable and advantageous that all Lots within the Bent Tree Bluffs subdivision that are not currently members of the Bent Tree Bluffs Swim Club become subject to mandatory membership in the Bent Tree Bluffs Swim Club, with all the attendant obligations and incidents thereof, upon the conveyance of each such Lot to a successor owner thereof; and

WHEREAS, pursuant to Article XI, Section 3 of Instrument No. 1989I0901222, after March 13, 2009, the covenants and restrictions contained in said Instrument may be amended by an instrument signed by not less than 75% of Lot Owners;

NOW THEREFORE,

Lots 4, 6, 7, 10, 17, 18, 20, 21, 25, 30, 31, 40, 48, 52, 56, 57, 59, 63, 66, 67, 70, 74, 75, 76, 90, 95, 98, 99, 100, 102, 104, 108, 110, 111, 117, 119, 124, 125, 132, 134, 139, 142, 144, 145, 152, 158, 170, 172, 173, 180, 199, 204, 205, 207, 217, 225, 237, 250, 323, 324 of the Bent Tree Bluffs subdivision, and

any other Lot of the Bent Tree Bluffs subdivision not currently a member of the Bent Tree Bluffs Swim Club, shall become subject to mandatory membership in the Bent Tree Bluffs Swim Club upon conveyance from its current owner to a successor owner, if not sooner made subject to Swim Club membership through a voluntary Declaration by any such Lot's current owner; and

Once 5075% of those Lots specifically identified by Lot number in the immediately preceding paragraph become subject to membership in the Bent Tree Bluffs Swim Club, or five years from the date of recording this restriction, then HOA Dues will become "all inclusive" and all homeowners will be entitled to the use of all subdivision amenities. All lots not members of the pool at this time will still need to have successor buyers pay an \$1000 at closing to satisfy the BTB Swim Club "buy-in", whether through voluntary Declaration of a current owner or by conveyance to a successor owner, the budget and administration of the Bent Tree Bluffs Swim Club shall be merged with that of the Bent Tree Bluffs Association and there shall be one Board of Directors and one annual Assessment applicable to both. ~~The Board of Directors of the Bent Tree Bluffs Association shall be the Board of Directors of the Bent Tree Bluffs Swim Club and~~ Lots 192 and 193, which contain the Pool, shall then be deemed to be a Common Area of the Bent Tree Bluffs Association, if not so deemed prior thereto. This restriction will supersede any and all prior restrictions in conflict with this restriction regarding the Bent Tree Bluffs Swim Club.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

In all other respects, the Declarations and Supplemental Declarations of Covenants, Conditions and Restrictions referred to above are continued as reconfirmed and approved.

IN WITNESS WHEREOF, I/we the undersigned owner of lot ____ Bent Tree Bluffs
____ Plat, _____ (address), Lee's
Summit, Jackson County, Missouri, have here on to set my/our hand this ____ day of _____

Printed Name

Signature

Printed Name

Signature

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

On this ____ day of _____, ____ before me the undersigned Notary Public, personally appeared _____ and _____

A single person/husband and wife, to me known as property owners in BENT TREE BLUFFS, and who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of his/her/their choice.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in _____, Missouri, the day and the year last above written.

Notary Public

My commission expires:

