

DECLARATION OF RESTRICTIONS

TERRYBROOK FARMS

THIS DECLARATION OF RESTRICTIONS, made as of the 31st day of December, 2015, by the undersigned, TERRYBROOK PARTNERS, LLC, a limited liability company ("Developer").

WHEREAS, Developer is now developing portions of the community known as TERRYBROOK FARMS and desires to create and maintain a residential neighborhood possession features of more than ordinary value to the said community.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, grantees and assigns, hereby agrees that all of the lots, tracts and land shown described on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

1. DEFINITION OF TERMS USED:

For the purposes of these restrictions, the word "Developer" shall mean TERRYBROOK PARTNERS, LLC, a limited liability company.

The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of the real property described on Exhibit "A" or plats of land subsequently encumbered with this Declaration.

The word "outbuilding" shall mean an enclosed or unenclosed, covered structure of any kind, not directly attached to the residence to which it is appurtenant.

The word "Lot" or "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "TERRYBROOK FARMS"). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "Association" shall mean the **TERRYBROOK FARMS HOMES ASSOCIATION**, a Kansas not-for-profit corporation, or such other name chosen by the Developer.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

2. **PERSONS BOUND BY THESE RESTRICTIONS:**

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land hereby restricted shall be taken to hold and agree and covenant with the owners of said lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2035, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2035, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas within two (2) years prior to the

expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of the fee title to said lots, and with the written approval of the Developer, if it at that time owns one or more lots or tracts. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas. And provided, further, that the Developer and Board of Directors of the Association (after Developer relinquishes its rights hereunder) shall have the right to amend this Declaration if required to do so to comply with the law or the order of a court of competent jurisdiction, without a vote of or consent by the Members of the Association. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said lots and land and may be enforced by injunction, mandatory or otherwise; the Association may recover its reasonable attorney's fees in connection with such proceedings.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in TERRYBROOK FARMS to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

No lot in TERRYBROOK FARMS shall be used for any purpose except residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed three (3) stories in height and an attached private garage for not less than two cars.

No lot shall be in any way subdivided. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been approved by the Architectural Control Committee, hereafter defined ("ACC"). The ACC shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the ACC.

A. The ACC will be composed of the Board of Directors ("Board of Directors") of the Association, or a subcommittee designated by it. Until such time that there exists a Board of Directors of the Association, the Developer will act as the ACC. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant, however the ACC shall have the right to seek reimbursement for its expenses, including the services of an architect, in reviewing plans and specifications.

B. The ACC shall have control over completed homes in TERRYBROOK FARMS at or after the recording of this Declaration; exclusive control over approval of new homes to be constructed after the date of the filing of this Declaration shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to this Declaration of Restrictions and any homes association declaration, at which time said homes will then become subject to the ACC.

C. No building shall be located nearer than twenty-five (25) feet to the existing street lot line as shown in the recorded plat(s) of TERRYBROOK FARMS or the setback required by city ordinance, whichever is more restrictive.

D. No building shall be located nearer than five (5) feet to any interior lot line, or as required by city ordinance, whichever is more restrictive.

E. For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another lot.

F. No fencing shall be permitted upon any of the lots unless such fencing shall be wrought iron (or other metal or metallic material approved by the ACC) and built with methods and materials that harmonize with external design of buildings in TERRYBROOK FARMS; all fences and their locations must be approved in writing by the ACC. No fence shall exceed 48" in height unless specifically approved for a greater height by the ACC. The location of fences shall follow the property lines unless otherwise approved in advance by the ACC, and shall not extend forward beyond the rear house lines. All exterior decks shall be constructed of materials approved by the ACC.

G. All houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the ACC, soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

H. Each lot shall be used for only single family residential purposes; provided,

however, that the Developer reserves the right to utilize one or more lots for common areas or common amenities, or sales offices. The Board of Directors may establish rules and regulations for the use of a portion of a home by the owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the home; and provided, further, that use of any lot for day care (child or adult) purposes is prohibited.

I. The above lots may be improved, used or occupied only for private residences, and no flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

J. No residence shall be more than three stories in height, except that split-level construction shall be permitted.

K. No trailer, basement, tent, shack, garage, barn or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

L. Unless expressly extended by Developer in writing, construction of a residence on a Lot shall be commenced (digging of a foundation) within three (3) months following the delivery of a deed from the Developer to the first purchaser of such Lot, and a certificate of occupancy for the completed residence issued no later than twelve (12) months thereafter. In the event such construction is not timely commenced, the Developer shall have the right (but not obligation), prior to commencement of construction, to repurchase said Lot from the owner, free and clear of all mortgages and liens, for an amount equal to 80% of the sale price of the Lot from Developer to the first purchaser. If such repurchase right is exercised by the Developer, the owner shall not be entitled to reimbursement for taxes, insurance, interest or other expenses paid

or incurred by or for such owner, and all taxes shall be prorated between Developer and the owner as of the closing of the repurchase by Developer.

M. No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months without the commencement of repair or reconstruction, unless an extension of such time is granted in advance by the ACC.

N. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof, for a maximum of 3 animals) shall be kept or maintained on any lot. In the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the subdivision, such animal shall be removed from the subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

O. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, watercraft, tractor, truck with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot for more than twenty-four (24) hours at any one time; such vehicles shall be stored in a garage if kept on a lot for more than twenty-four (24) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a

hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot.

P. All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles, and for the purpose of cleaning the garage area, removal or replacement of items stored in the garage area and when otherwise reasonably necessary.

Q. No exterior clotheslines or poles (including flagpoles unless attached to a dwelling) may be erected or maintained on any of the lots hereby restricted.

R. No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

S. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except with permits on lots that have residences under construction.

T. No radio or television aerial wire, antenna, antenna tower, or energy collector, or satellite dish in excess of 36" in diameter, whether permanent or temporary, shall be maintained outside of any structure. Provided, however, that prior ACC approval shall be required for satellite dishes of 36" or less. The ACC shall have the power to specify location, screening and aesthetic requirements in connection with satellite dishes approved.

U. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.

V. No trash, ashes, or other refuse shall be thrown, dumped or placed upon any Lot or undeveloped portion of the subdivision.

W. Lawns and landscaping shall be kept in good condition as soil, climate and other natural conditions permit. Grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance; noxious weeds shall be controlled and destroyed; and litter shall not be allowed to accumulate on any Lot. In the event such grass is not kept within the height limitation above, weeds are not destroyed and/or litter control maintained, the Association shall have the right to have such grass cut, destroy the offensive weeds or remove the litter, and the cost thereof shall be collected from the owner in the same manner as Association dues. Trees and shrubs shall be maintained according to good forestry practices. The owner of each Lot shall install and maintain a lawn and landscape irrigation system approved by the ACC.

X. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the ACC; no above ground or above grade swimming pools shall be permitted. No tennis courts or sports courts shall be allowed unless constructed on common areas or areas owned by the Homes Association.

Y. No storage buildings shall be allowed.

Z. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.

AA. Basketball goals may be erected only with the prior written approval of the ACC. All basketball goals shall be permanently installed, free-standing on poles, and shall not be portable or attached to any residence or building. Poles, nets, hardware, backboards and braces shall be kept in good condition, and backboards shall be of a transparent or clear material. No playground structures or equipment shall be allowed on any lot without the prior written consent

of the ACC; provided, however, that playground structures shall be constructed predominantly of wood or wood products.

BB. No sign of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the ACC, except that subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Developer or the Board of Directors, with the consent of the Developer (so long as Developer owns land in the subdivision). For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer.

CC. No residence or lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association.

DD. No hunting or use of firearms or archery equipment shall be permitted in the subdivision.

EE. No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the ACC.

Provided, however, that the ACC shall have the absolute discretion to approve building, construction and fencing materials that may now or hereafter exist, and which would otherwise be prohibited by these Restrictions, upon a finding that the use of such materials will not be injurious to the values of existing homes in TERRYBROOK FARMS.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting

or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. Further, Developer reserves an easement, in gross, over each lot to ensure compliance with local, state and federal environmental laws and regulations dealing with water, silt and debris containment; said easement shall continue until all lots in TERRYBROOK FARMS are fully sodded and the grounds stabilized.

4. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least: 1,600 square feet on the main floor for a ranch style residence (including a so-called reverse one and one-half story); 2,300 square feet for a two story residence with at least 1,200 square feet on the main floor; and 2,300 square feet for a one-half story residence with at least 1,200 square feet on the main floor. Finished floor area shall exclude any finished attics, garages, basements and similar habitable areas. Developer, in its absolute discretion, may allow variances from the minimum square footage requirement on a case-by-case basis.

5. Exterior walls of all residences and all appurtenances thereto shall be of stucco, , brick, stone, wood shingles, "smart" siding, batt siding, board and batt siding, wood paneling, masonite or wood lap siding, plate glass, glass blocks, wood trim, or any other materials specifically approved by the ACC. All windows and exterior doors shall be constructed of glass, wood, metal, vinyl or vinyl clad, fiberglass, or any other materials specifically approved by the ACC. No windows or exterior doors may be silver or other bright finish. Notwithstanding the foregoing provisions of this Paragraph requiring or prohibiting

specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the ACC in its absolute discretion, shall be acceptable upon written approval by the ACC. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires building materials not authorized above, the ACC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials. All roofing materials (including color) shall be subject to prior approval of the ACC. All composition roofing shingles shall carry a minimum thirty (30) year manufacturer warranty, and all flues and other roof protrusions (except chimneys) shall be black or brown color.

6. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the ACC shall have authorization to do so and the cost thereof may be taxed as a lien against the property.

7. The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the district and subdivision at any time, by document recorded in the Office of the Register of Deeds of Johnson County, Kansas.

8. As conditions precedent to the development of TERRYBROOK FARMS, Developer has been required to pay to the City of Overland Park and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing

persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

OPTION TO WAIVE OR MODIFY
THE TERMS AND CONDITIONS OF THE FOREGOING
DECLARATION

The Developer shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein, and make same applicable to all real property in the subdivision so long as Developer owns real property within the subdivision. Further, Developer shall have the right to waive or modify any or all of the restrictions or covenants contained herein only as to a specific lot that remains undeveloped or unimproved and under the ownership or control of Developer, or its assigns. For purposes hereof, "unimproved" shall mean that no finished residence has been erected thereon, and occupied. The Developer specifically reserves the right carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 31st day of December, 2015.

"Developer"

TERRYBROOK PARTNERS, LLC

By: Brian Rodrock
Brian Rodrock, Vice-President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 31st day of December, 2015, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Brian Rodrock, Vice-President of TERRYBROOK PARTNERS, LLC, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

JESSICA DUNN
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 6/12/19

Jessica Dunn
Notary Public

My Appointment Expires:

6/12/19

Exhibit "A"

Lots 1 through 37, inclusive, Lots 39 through 48, inclusive, and Tracts A, B, C, D and E, TERRYBROOK FARMS, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

Lots 51 through 71, inclusive, and Tract F, TERRYBROOK FARMS, SECOND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

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Electronic Recording	11/9/2016	
Pages: 22	F: \$246.00	3:24 PM
Register of Deeds	T20160068666	

DECLARATION OF RESTRICTIONS
ENCLAVE OF TERRYBROOK FARMS
ESTATES OF TERRYBROOK FARMS

THIS DECLARATION is made as of the 8th day of November, 2016, by **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer is developing a portions of the subdivision Terrybrook Farms to be known as "Enclave of Terrybrook Farms" and the "Estates of Terrybrook Farms", the lots and tracts of which are so designated and more fully described on Exhibit "A" attached hereto.

WHEREAS, Developer, as the present owner and developer of the above-described property, desires to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the community and improvements constructed therein;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "ACC" means: (i) prior to the Turnover Date, the Developer; and (ii) on and after the Turnover Date, a committee comprised of at least three members of the Homes Association, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the provisions of Section 14 below).

(b) "Board" means the Board of Directors of the Homes Association.

(c) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer with the Recording Office stating that all of the Lots in the Community (as then contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed, provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any earlier time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(d) "City" means the City of Overland Park, Kansas.

(e) "Common Areas" means (i) all areas, including entrances, monuments, berms, street islands, lakes, storm water treat facilities, Stream Corridors, clubhouses, recreational areas and other similar ornamental areas conveyed to the Homes Association and designated by the Developer for the use, benefit and enjoyment of all owners within the Community, and all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Community.

(f) "Community" means all of the above-described lots legally described on Exhibit "A", all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(g) "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.

(h) "Developer" means Terrybrook Partners, LLC, a Kansas limited liability company, and its successors and assigns.

(i) "Exterior Structure" means any structure erected or maintained or proposed to be erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, dock, patio enclosure, sport court, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, antennae, swing set, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(j) "Homes Association" means the Terrybrook Farms Homes Association, a not-for-profit corporation formed for the purpose of serving as the homes association for the Community.

(k) "Lot" means any lot as shown as a separate lot on any recorded plat(s) of all or part of the Community.

(l) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of his or her guests and invitees.

(m) "Recording Office" means the Office of Register of Deeds of Johnson County, Kansas.

(n) "Stream Corridor" means any stream and adjacent land set aside by the Developer as a "stream corridor", in accordance with the City ordinances.

(o) "Turnover Date" means the earlier of: (i) the date as of which all of the Lots in the Community (as then contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes during the development and build out of the Community. Any use of a clubhouse or other building by the Developer or its agents shall be without payment of rent or utilities by the Developer or its agents to the Homes Association.

3. Building Material Requirements.

(a) Exterior walls, windows and exterior doors of all residences and all appurtenances thereto shall be comprised only of materials approved in writing by the Developer. Exterior concrete blocks shall not be permitted as a finished surface. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with bats, such as, without limitation, 4 feet by 8 feet panels. No windows or exterior doors may be silver or other similar finish. Roofs of residences shall be covered with concrete tiles, clay tiles, slate, or high quality composition shingles, all of the specific types, colors, styles, dimensions and other aesthetic factors approved by the Developer in writing. Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the ACC in its absolute discretion, shall be acceptable upon written approval by the ACC in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not

authorized above, the ACC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, and similar components) shall be covered with a workmanlike finish of paint or stain. No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed above final grade shall be painted the same color as the residence and, if exposed in excess of 12 inches above final grade, shall be covered with siding compatible with the structure.

(c) No air conditioning apparatus, utility meters or unsightly projections (as determined by the ACC) shall be attached to or located on the front of any residence. No window air conditioning or heating units shall be permitted.

(d) Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath and must be constructed of brick, stone, stucco or other masonry products approved by the Developer. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.

(e) Except as otherwise permitted by the ACC in writing, all residences shall have a house number plate in the style(s) approved by the Developer, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the ACC.

(f) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

(g) All residences shall have at least a three-car garage, unless otherwise expressly approved by the ACC. No car ports are permitted.

(h) In the event individual mailboxes are required by the U.S. Post Office, the ACC shall establish one standard mailbox and mailbox post and the Homes Association shall purchase, install and maintain a mailbox and mailbox post conforming to these standards and the requirements of the U.S. Post Office. The Homes Association shall have the right to charge a fee to the Owner for the purchase and installation of the mailbox and mailbox post.

(i) All decks (excluding flooring material) shall be painted or stained the same color as the body or primary trim color of the residence or a complementary color. All deck rails shall be wrought iron or wood with wrought iron or wood caps, or other materials specifically approved by the ACC in its discretion.

(j) The Developer or ACC, in its discretion, may allow variances from the foregoing requirements of this Section 3.

4. Minimum Floor Area. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least: 2,500 square feet on the main floor for a ranch style; 3,500 square feet for a two story residence;; and 3,500 square feet for a one and one-half story residence with at least 1,900 square feet on the main floor (including a reverse one and one-half story). Finished floor area shall exclude any finished attics, garages, basements and similar habitable areas. The Developer, in its absolute discretion, may allow variances from the minimum square footage requirements.

5. Approval of Plans; Post-Construction Changes; Grading; Erosion Control.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme (all as and when may be required by the ACC for each particular stage of construction) have been submitted to and approved in writing by the ACC. The ACC shall have the right to charge the applicant a fee to cover the costs of professional architectural and/or engineering review of all such plans. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the ACC. All building plans and plot plans shall be designed to minimize the removal of existing trees and shall designate those trees of six inch or more caliper proposed to be removed. No trees of six inch or more caliper may be removed without the consent of the ACC.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the ACC. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the ACC.

(c) All final grading of each Lot shall be in accordance with any master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the Developer or the ACC. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the ACC and, if necessary, the City. The Developer and the ACC shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan

or any approved lot grading plan or for the Developer or the ACC not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or subsurface material. The Developer and the ACC do not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Developer or the ACC or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) During the construction of the residence and improvements on such Lot, the Owner, at its expense, shall install and properly maintain, until the Lot is completely sodded, silt and erosion control devices as are necessary to prevent stormwater runoff from the Lot that deposits silt or other debris onto adjacent Lots, Common Areas and streets. In connection therewith, the Owner shall comply with all Federal, state and local governmental laws, regulations and requirements, with all applicable permits, and with all requirements imposed by Developer, including, without limitation, preparation of inspection reports, and the Owner shall be responsible for any and all governmental fines and assessments that may be levied or assessed as a result of a failure of the Owner to so comply.

(e) All site preparation, including, but not limited to, tree removal, excavation, grading, rock excavation/removal, hauling, and piling, etc., shall be at the sole expense of the Owner or builder. All trees and rock, etc., shall be removed from the Community and shall not be spoiled within the Community. All excess dirt shall be spoiled within the Community or other location as directed by the Developer and no dirt shall be removed from the Community, except as approved by the Developer.

(f) Approval of plans or specifications by the Developer or ACC is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.

(g) Each Owner acknowledges that neither the sale of a Lot by the Developer to a particular builder nor the inclusion of a particular builder on a list of builders building in the area or on a list of approved builders constitutes a representation, endorsement or guaranty by the Developer, the ACC or any real estate broker/salesperson of the financial stability, qualifications, work or any other matter relating to such builder. Neither the Developer, the ACC nor any real estate broker/salesperson guarantees or warrants the obligations or construction by any builder.

6. Set Backs. No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the ACC shall have (i) the right to decrease, in its discretion, the setback lines for a specific Lot, to the extent they are greater than the minimum setbacks required by the City, by filing an appropriate instrument in writing in the Recording Office and (ii) the right to increase, in its discretion, the setback lines for a specific Lot(s).

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced (meaning digging of the foundation) within six (6) months following the date of delivery of a deed from the Developer to the first purchaser of such Lot and shall be completed within 24 months after such construction commencement. In the event such construction is not commenced within such six (6) month period (or extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from the Owner, free and clear of all mortgages, mechanic's liens and related liens, for an amount equal to 75% of the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, insurance, interest or other expenses paid or incurred by or for such Owner and all taxes and installments of special assessments shall be prorated as of the closing of the repurchase by Developer.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the ACC as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration. Notwithstanding the foregoing sentence, the approval of the ACC shall not be required for (I) any Exterior Structure erected by or at the request of the Developer or (II) any Exterior Structure that (A) has been specifically approved by the ACC prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the ACC and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Developer or ACC, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) All fence and privacy screen plans must be approved by the Developer or ACC and (where required) the City prior to installation. No fence shall be installed without a permit from the City (where required) and complying with all applicable laws and codes. Only wrought iron (or similar) fences (which may include stone or masonry posts) or privacy screens in the specific styles, materials and colors approved by the Developer shall be permitted on the Lots. All fences and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. All fences and privacy screens shall be constructed with the finished side out. No chain link, wood, wire or similar fence shall be permitted. No fence may be installed in any landscape easement unless installed by or for the Developer or the Homes Association.

Unless and until otherwise specifically approved in writing by the ACC, (A) each fence or privacy screen shall be five feet in height, (B) no fence or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the ACC) of the residence, (C) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools, hot tubs and patio areas. (D) all fences (except for fences around swimming pools, hot tubs and patio areas) must be joined to or abutting any previously existing fences on adjacent Lots, and (E) all perimeter fences shall be stair-stepped to follow the grade of the Lot.

(ii) All basketball goals shall be free standing and not attached to the residence. All backboards shall be transparent and all poles shall be black. There shall be only one basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) All recreational or play structures must be approved in advance by the ACC and (if allowed) (A) shall be made of materials approved in writing by the ACC, (B) (other than basketball goals) shall be located behind the rear corners (as determined by the ACC) of the residence and (C) (other than basketball goals) shall be located at least 12 feet from each side boundary and 12 feet from the rear boundary of the Lot.

(iv) No above ground or above grade swimming pools shall be permitted. All swimming pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with City requirements and the other provisions of this Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(v) The following Exterior Structures shall be prohibited: animal runs, animal houses, trampolines, portable basketball goals, tennis courts, sport courts, tree houses, batting cages, detached greenhouses and other detached outbuildings.

(vi) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

(c) No fence, wall or other Exterior Structure installed by or for the Developer or Homes Association anywhere in the Community may be removed or altered by any Owner or other person without the prior written consent of the ACC.

9. Buildings or Uses Other Than for Residential Purposes: Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that (i) no day care center shall be operated on any Lot, and (ii) this restriction shall not prevent an

Owner or occupant from maintaining an office area or operating a home-business occupation (other than a day care center) in his residence in accordance with the applicable ordinances of the City so long as the residential character of the Community is maintained.

(b) No illegal, noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Community, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and Exterior Structure on a Lot (including, without limitation, any fence that may have been installed by or for the Developer) shall be kept and maintained by the Owner in good condition and repair at all times. Each residence exterior shall be repainted by the Owner every five years or less, as needed. Any exterior color change must be approved in advance in accordance with Section 5(b).

(c) Unregistered or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Overnight parking of motor vehicles, boat or other trailers, or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (f) below, no commercial vehicle (one that bears a sign or other reference to any commercial enterprise on the sides or rear), bus, boat, jet-ski, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Community except during such limited time as such truck or vehicle is actually being used in the Community during normal working hours for its specific purpose.

(f) Recreational motor vehicles of any type or character are prohibited except:

- (i) When stored in an enclosed garage;
- (ii) Temporary parking on the driveway for the purpose of loading and unloading (maximum of one overnight every 14 days); or
- (iii) With prior written approval of the ACC.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish (in excess of 39 inches in diameter as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the ACC shall have the right to establish rules and regulations regarding the location, size, landscaping and other

aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Community, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 39 inches in diameter) may be installed, with the prior written consent and in accordance with the requirements of the ACC, so as to render the installation as inoffensive as possible to the Community and other Owners.

(h) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard. Sculptures, bird baths, fountains, yard art, and similar decorative objects are allowed on the exterior of the residence or in the yard only with the specific written approval of the ACC.

(i) Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white (clear) and not colored. All exterior landscaping lighting must be approved in advance by the ACC.

(j) No garage sales, sample sales or similar activities shall be held within the Community without the prior written consent of the Developer or Homes Association.

(k) No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(l) All residential service utilities shall be underground, except with the approval of the Developer.

(m) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of the ACC).

(n) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot. No unenclosed storage shall be permitted under a deck.

(o) No outside fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills).

(p) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Community, no sign, advertisement or billboard may be erected or maintained on any Lot, except that:

(i) One sign not more than three feet high or three feet wide may be maintained offering the residence for sale or lease. For newly constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved.

(ii) One garage sale sign not more than three feet high or three feet wide is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are installed no more than two hours before the start of the sale and are removed within two hours after the close of the sale.

(iii) One political sign per candidate or issue not more than three feet high or three feet wide is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election.

No signs offering a residence for lease or rent shall be allowed in the Community. Without limiting the foregoing, no sign shall be permitted which (A) describes the condition of the residence or the Lot, (B) describes, maligns, or refers to the reputation, character or building practices of Developer, any builder, or any other Owner, or (C) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot or residence in the Community. In the event of a violation of the foregoing provisions, the Developer and/or the Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass, violation of constitutional or other rights, or otherwise.

(q) No sign (other than community marketing signs approved by the Developer) shall be placed or maintained in any Common Area without the approval of the ACC.

(r) No trash, refuse, or garbage can or receptacle (other than construction dumpsters during construction) shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress, or cleaning.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify

the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Community.

(u) Each of the Developer and the Homes Association may enforce the foregoing restrictions and other provisions of this Declaration by establishing and levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

11. Lawns, Landscaping and Gardens. Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave a portion of the Lot as a natural area with the express written permission of the ACC. No lawn shall be planted with zoysia or buffalo grass.

Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Community or Sub community. The Developer reserves the right to make additional landscape requirements in certain Sub communities. All landscaping shall be installed in accordance with the landscaping plans approved by the ACC and shall be maintained by the Owner in good condition at all times. Each Lot must have at least seven (7) trees of the types and minimum calipers established by the ACC, of which at least three (3) must be in the front yard.

Within 60 days after the issuance of a permanent or temporary certificate of occupancy for the residence, each Lot shall have a sprinkler system installed covering all sod and landscape areas in the entire front, rear and side yards of the Lot. Each Owner shall use the sprinkler system as necessary or appropriate (as determined by the ACC) during the late spring, summer and early fall months. No Owner shall water the Lot such that there is significant runoff onto any adjacent Lot or Common Area.

All vegetable gardens shall be located behind the rear corners of the residence (as determined by the ACC) and at least five feet away from the boundary of the Lot. No vegetable

garden(s) shall exceed 100 square feet in size on any Lot, except with the prior written consent of the ACC.

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

The Developer shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s) and location shall be selected by the Developer in its absolute discretion. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer, but excluding those in a Common Area maintained by the Homes Association).

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Community or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line service and maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Community for the purpose of performing the powers and duties of the Homes Association and maintaining any Common Area. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

The Developer, the ACC and the Homes Association, through its authorized representative(s), may at any reasonable time enter any Lot, without being deemed guilty of trespass, for the purpose of inspecting the Lot and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder.

Developer and the builder of the residence on the Lot shall have reasonable access to each Lot for the purpose of inspecting and maintaining erosion control devices until final stabilization of the full Lot is achieved by sodding and landscaping. No Owner shall prevent or inhibit the Developer's or the builder's reasonable access for such purpose and no Owner shall remove or damage any erosion control devices installed by the Developer or the builder. Each Owner shall notify the builder and the Developer of any damage to such erosion control devices.

In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to

such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line or directly to a storm sewer.

13. Common Areas.

(a) The Developer shall have the right (but is not obligated) to provide Common Areas for the use and benefit of the Community. The size, location, nature and extent of improvements and landscaping in the Common Areas, and all other aspects of the Common Areas that are provided by the Developer, shall be determined by the Developer in its absolute discretion.

(b) The Developer and its successors, assigns, and grantees, the Owners, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(c) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Community as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the ACC.

(e) Owners of Lots adjacent or nearby the Common Areas shall prevent erosion and pollutant discharges and runoff onto the Common Areas.

(f) The following rules, regulations and restrictions shall apply to the use of the Common Areas:

(i) No automobiles, motorcycles, all-terrain vehicles, or other motorized vehicles or apparatus of any kind shall be allowed in the Common Areas except for parking in any designated parking lots and except for mowing and otherwise maintaining the Common Areas.

(ii) No refuse, trash or debris shall be discarded or discharged in or about the Common Areas except in designated trash bins.

(iii) Access to the Common Areas shall be confined to designated areas, except that Owners of Lots adjacent to the Common Areas may have access to the area from their respective lots (where applicable).

(iv) There shall be no cleaning of fish at any lake or in any other Common Area.

(v) No swimming or wading shall be allowed in any lake.

(vi) No docks or other structures shall be built into or over any lake other than by the Developer or the Homes Association.

(vii) Each of the Developer and the Homes Association shall have reasonable access through Lots adjacent to the Common Areas for the purposes of maintenance and improvement thereof, but shall be responsible for repairing any damage caused by it to adjacent Lots in connection with the use of such access right.

(g) The following activities are prohibited within any Stream Corridor except where to the extent allowed pursuant to the City's codes:

(i) Regular mowing.

(ii) Clearing of healthy vegetation.

(iii) Disposal of grass clippings, leaves or other yard waste and debris.

(h) The Developer and the Homes Association shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

(i) The Developer, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Community then owned by it, including, without limitation, to make part of a Common Area tract a part of a Lot, and vice versa. In addition, each of the Developer and the Homes Association shall have the right to transfer to the City (but only with the City's consent) title to or easements over all or any part of the Common Areas so that such become public areas maintained by the City.

14. ACC.

(a) No more than two members of the Board shall serve on the ACC at any time. The positions on the ACC may be divided by the Board into two classes with staggered two-year terms. The foregoing provisions of this subsection (a) shall not apply until the Turnover Date. Until the Turnover Date, the ACC shall be the ACC.

(b) The ACC shall meet as necessary to consider applications and any other matters within the authority of the ACC as provided in this Declaration. The ACC may specify a form of application that must be used by applicants. A majority of the members of the ACC shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the ACC.

(c) At each meeting, the ACC shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the ACC may consider any and all aspects and factors that the individual members of the ACC, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Community, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use any proposed Exterior Structure. All decisions of the ACC shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The ACC may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions. The ACC shall act upon each written application complete with all required drawings and other information within 35 days after the date on which such completed application is filed.

(d) After the Turnover Date, any applicant or other person who is dissatisfied with a decision of the ACC shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within 30 days after the date the ACC renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Community, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the ACC shall be final and conclusively binding on all parties and shall be deemed to be the decision of the ACC for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the ACC, including, without limitation, requiring payment to the Homes Association or a reasonable fee by the appealing party.

15. No Liability for Approval or Disapproval; Indemnification.

(a) Neither the Developer, nor the Homes Association, nor any member of the ACC, the ACC or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences a lawsuit or files a counterclaim or cross claim against the Homes Association, the Board, the ACC, the ACC, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit, counterclaim or cross claim, the Homes Association, the Board, or individual sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or cross claim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association, each member of the ACC, each member of the ACC, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association or member of the ACC), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

16. No Liability for Use of Common Area. By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of any swimming pool and any diving board and/or slide and any playground or exercise equipment that may be installed as part of the Common Areas. The Developer, the Homes Association and their respective officers, directors, members, managers or other representatives shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Developer, the Homes Association or any of their respective officers, directors, members, managers or other representatives for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the Common Areas, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

17. Covenants Running with Land; Enforcement Waivers. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Community. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed or allowed to continue during his ownership; provided, however, that (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Developer, the Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions, reservations and other provisions set forth in this Declaration, in addition to any action at law for damages. To the maximum extent permitted by law, if the Developer or the Homes Association files such court action and is successful in obtaining a judgment or consent decree in such court action or otherwise obtaining compliance by the breaching party, the Developer and/or Homes Association shall be entitled to receive from the breaching party, as part of the judgment or decree or any dismissal or settlement, the actual legal fees, costs and expenses incurred by the Developer and/or Homes Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Homes Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

In addition to the specific provisions of this Declaration that allow the Developer or ACC to make certain decisions or give permission for certain matters, the Developer or ACC or the Homes Association (acting through the Board) may, under special situations or circumstances as determined by it, allow variances or waivers of the requirements or terms set forth in this Declaration. Any such variation or waiver so granted by the Developer or ACC or the Homes Association shall not constitute a waiver of such requirement or term in any other situation or under any other circumstances.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation or potential violation of this Declaration with respect to a specific Lot shall constitute and be deemed as a waiver by all other persons and entities (other than the Developer) of such violation or potential violation.

18. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

19. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2036, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Community as then constituted may release the Community, from all or part of such provisions as of December 31, 2036, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2036, or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration also may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least 60% of the Lots within the Community as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association under express authority and action of the Board. After the recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be amended, modified or terminated in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Homes Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75% or more of the full number of directors on the Board of the Homes Association and then approved at a duly held meeting of the members of the Homes Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least 60% of the Lots.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the Community or any part of the Community or any Lot in the Community, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Community or any other area, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, or (iv) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Community. No such amendment by the Developer shall require the consent of any Owner.

(c) If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s)

signing this Declaration on behalf of the Developer and the now-living children and grandchildren of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

20. Extension of Community. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Community and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any tract, street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion.

21. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

22. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

*[Remainder of page left blank intentionally
Signature page to follow]*

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

THE DEVELOPER:

TERRYBROOK PARTNERS, LLC

By: Brian E. Roach
Printed Name: Brian Roach
Title: Vice President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 8th day of November, 2016, before me, a Notary Public in and for said state, personally appeared Brian Roach, Manager of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, and that the within instrument was signed and sealed on behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

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

[Signature]
Notary Public in and for said County and State

My Commission Expires:
10/12/19

JESSICA DUNN
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 10/12/19

EXHIBIT "A"

Estates:

Lot 102, TERRYBROOK FARMS, THIRD PLAT, a subdivision in the City of Overland Park,
Johnson County, Kansas

Enclave:

Lot 38, TERRYBROOK FARMS, FIRST PLAT, a subdivision in the City of Overland Park,
Johnson County, Kansas.

Lots 103 through 119, TERRYBROOK FARMS, THIRD PLAT, a subdivision in the City of
Overland Park, Johnson County, Kansas

JO CO KS	BK:201703	PG:000571
	20170302-0000571	
Electronic Recording		3/2/2017
Pages: 2	F: \$32.00	11:10 AM
Register of Deeds		T20170011059

TERRYBROOK FARMS, FOURTH PLAT

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, made as of the 21st day of February, 2017, by
TERRYBROOK PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Fourth Plat** of the subdivision known as "**TERRYBROOK FARMS**", which plat was recorded on December 2, 2016, in Book 201612 at Page 001202; and

WHEREAS, such plat adds the following lots to the subdivision **Terrybrook Farms**, to-wit:

Lots 120 through 163, inclusive, and Tract M, **TERRYBROOK FARMS, FOURTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Declaration of Restrictions dated January 23, 2017 and recorded in the office of the Register of Deeds of Johnson County, Kansas on January 24, 2017 at Book 201701 at Page 006149 (the "Original Declaration"); and in that certain Amended and Restated Homes Association Declaration dated as of January 23, 2017 and filed with the Register of Deeds of Johnson County, Kansas on January 24, 2017 and recorded in Book 201701, Page 006148 (the "Original Homes Association Declaration"); and

WHEREAS, Lot 38 of the 1st Plat of Terrybrook Farms has been made subject to a separate declaration of restrictions, and should be removed from the Original Declaration and its predecessors applicable to Terrybrook Farms.

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and

Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

2. That Lot 38, TERRYBROOK FARMS, 1ST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, is hereby removed from the Original Declaration, and its predecessors, said Lot now being subject to that certain Declaration of Restrictions for the Enclave of Terrybrook Farms and Estates of Terrybrook Farms, recorded in the Office of the Register of Deeds of Johnson County, Kansas on November 9, 2016 at Book 201611, Page 003885.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the date first above written.

TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 22nd day of February, 2017, before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the Vice President of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

Jessica Dunn
Notary Public

My Appointment Expires:

6/12/19

JESSICA DUNN
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 6/12/19

~~**JESSICA DUNN**
NOTARY PUBLIC
STATE OF KANSAS~~

JO CO KS	BK:201710	PG:005845
	20171018-0005845	
Electronic Recording		10/18/2017
Pages: 2	F: \$32.00	12:04 PM
Register of Deeds		T20170061762

TERRYBROOK FARMS, FIFTH PLAT

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, made as of the 17 day of October, 2017, by
TERRYBROOK PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Fifth Plat** of the subdivision known as "**TERRYBROOK FARMS**", which plat was recorded on July 28, 2017, in Book 201707 at Page 010968; and

WHEREAS, such plat adds the following lots to the subdivision **Terrybrook Farms**, to-wit:

Lots 164 through 187, inclusive, and Tracts N, O, P and Q, **TERRYBROOK FARMS, FIFTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions dated November 8, 2016 and recorded in the office of the Register of Deeds of Johnson County, Kansas on November 9, 2016 at Book 201711 at Page 003885 (the "Original Declaration"); and in that certain Amended and Restated Homes Association Declaration dated as of January 23, 2017 and filed with the Register of Deeds of Johnson County, Kansas on January 24, 2017 and recorded in Book 201701, Page 006148 (the "Original Homes Association Declaration"); and

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the date first above written.

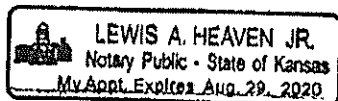
TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 17 day of October, 2017, before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the Vice President of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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



Lewis A. Heaven Jr.
Notary Public

My Appointment Expires:

8/29/20

JO CO KS	BK:201710	PG:005846
20171018-0005846		
Electronic Recording	10/18/2017	
Pages: 2	F: \$32.00	12:04 PM
Register of Deeds	T20170061762	

TERRYBROOK FARMS, SIXTH PLAT

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, made as of the 17 day of October, 2017, by
TERRYBROOK PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Sixth Plat** of the subdivision known as "**TERRYBROOK FARMS**", which plat was recorded on July 28, 2017, in Book 201707 at Page 010969; and

WHEREAS, such plat adds the following lots to the subdivision **Terrybrook Farms**, to-wit:

Lots 188 through 202, inclusive, and Tract R, **TERRYBROOK FARMS, SIXTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Declaration of Restrictions dated January 23, 2017 and recorded in the office of the Register of Deeds of Johnson County, Kansas on January 24, 2017 at Book 201701 at Page 006149 (the "Original Declaration"); and in that certain Amended and Restated Homes Association Declaration dated as of January 23, 2017 and filed with the Register of Deeds of Johnson County, Kansas on January 24, 2017 and recorded in Book 201701, Page 006148 (the "Original Homes Association Declaration"); and

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the date first above written.

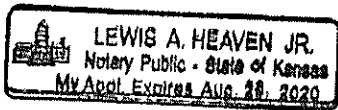
TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By Brian Rodrock
Brian Rodrock, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 17 day of October, 2017, before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the Vice President of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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



Lewis A. Heaven Jr.
Notary Public

My Appointment Expires:

8/29/20

JO CO KS	BK:201803	PG:000611
	20180302-0000611	
Electronic Recording		3/2/2018
Pages: 3	F: \$55.00	12:12 PM
Register of Deeds		T20180010666

TERRYBROOK FARMS, SIXTH PLAT REPLAT
TERRYBROOK FARMS, SEVENTH PLAT

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, made as of the 21th day of February, 2018, by TERRYBROOK PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Sixth Plat Replat** of the subdivision known as "TERRYBROOK FARMS", which plat was recorded on February 12, 2018, in Book 201802 at Page 002931; and

WHEREAS, such plat adds the following lots to the subdivision Terrybrook Farms, to-wit:

Lots 188 through 200, inclusive, and Tracts R and S, **TERRYBROOK FARMS, SIXTH PLAT REPLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Seventh Plat** of the subdivision known as "TERRYBROOK FARMS", which plat was recorded on February 1, 2018, in Book 201802 at Page 000252; and

WHEREAS, such plat adds the following lots to the subdivision Terrybrook Farms, to-wit:

Lots 201 through 211, inclusive, **TERRYBROOK FARMS, SEVENTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Declaration of Restrictions dated January 23, 2017 and recorded in the office of the Register of Deeds of Johnson County, Kansas on January 24, 2017 at Book 201701 at Page 006149 (the "Original Declaration"); and in that certain Amended and Restated Homes Association Declaration dated as of January 23, 2017 and filed with the Register of Deeds of Johnson County, Kansas on January 24, 2017 and recorded in Book 201701, Page 006148 (the "Original Homes Association Declaration"); and

WHEREAS, Lot 38 of the 1st Plat of Terrybrook Farms has been made subject to a separate declaration of restrictions, and should be removed from the Original Declaration and its predecessors applicable to Terrybrook Farms.

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

*[Remainder of page left blank intentionally
Signature page to follow]*

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the date first above written.

TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 27th day of February, 2018, before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the Vice President of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

Jessica Dunn
Notary Public

My Appointment Expires:

6/12/19

JESSICA DUNN
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 6/12/19

JO CO KS	BK:201902	PG:000008
20190201-0000008		
Electronic Recording	2/1/2019	
Pages: 2	F: \$38.00	8:18 AM
Register of Deeds	T20190004617	

TERRYBROOK FARMS, EIGHTH PLAT

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, made as of the 30th day of January, 2019, by TERRYBROOK PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, an **Eighth Plat** of the subdivision known as "**TERRYBROOK FARMS**", which plat was recorded on September 13, 2018, in Book 201809 at Page 003749; and

WHEREAS, such plat adds the following lots to the subdivision **Terrybrook Farms**, to-wit:

Lots 212 through 254, inclusive, and Tracts S, T and U, **TERRYBROOK FARMS, EIGHTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Declaration of Restrictions dated January 23, 2017 and recorded in the office of the Register of Deeds of Johnson County, Kansas on January 24, 2017 at Book 201701 at Page 006149 (the "Original Declaration"); and in that certain Amended and Restated Homes Association Declaration dated as of January 23, 2017 and filed with the Register of Deeds of Johnson County, Kansas on January 24, 2017 and recorded in Book 201701, Page 006148 (the "Original Homes Association Declaration"); and

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes

Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the date first above written.

TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 30 day of January, 2019, before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the Vice President of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

Emma Kruger
Notary Public

My Appointment Expires:

12/7/22



JO CO KS	BK: 201905	PG: 007911
	20190524-0007911	
Electronic Recording		5/24/2019
Pages: 2	F: \$38.00	12:29 PM
Register of Deeds		T20190024769

TERRYBROOK FARMS, NINTH PLAT

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, made as of the 22nd day of May, 2019, by TERRYBROOK PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Ninth Plat** of the subdivision known as "**TERRYBROOK FARMS**", which plat was recorded on January 31, 2019, in Book 201901 at Page 006546; and

WHEREAS, such plat adds the following lots to the subdivision **Terrybrook Farms**, to-wit:

Lots 255 through 283, inclusive, and Tract W, **TERRYBROOK FARMS, NINTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Declaration of Restrictions dated January 23, 2017 and recorded in the office of the Register of Deeds of Johnson County, Kansas on January 24, 2017 at Book 201701 at Page 006149 (the "Original Declaration"); and in that certain Amended and Restated Homes Association Declaration dated as of January 23, 2017 and filed with the Register of Deeds of Johnson County, Kansas on January 24, 2017 and recorded in Book 201701, Page 006148 (the "Original Homes Association Declaration"); and

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the date first above written.

TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 22nd day of May, 2019 before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the Vice President of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

Sandra Jones
Notary Public

My Appointment Expires:

11-9-2020

SANDRA JONES
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 11-9-2020

JO CO KS	BK:201905	PG:007912
	20190524-0007912	
Electronic Recording		5/24/2019
Pages: 2	F: \$38.00	12:29 PM
Register of Deeds		T20190024769

TERRYBROOK FARMS, TENTH PLAT

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS AMENDMENT, made as of the 22nd day of May, 2019, by TERRYBROOK PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Tenth Plat** of the subdivision known as "**TERRYBROOK FARMS**", which plat was recorded on January 31, 2019, in Book 201901 at Page 006547; and

WHEREAS, such plat adds the following lots to the subdivision **Terrybrook Farms**, to-wit:

Lots 284 through 289, inclusive, and Tract X, **TERRYBROOK FARMS, TENTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions dated November 8, 2016 and recorded in the office of the Register of Deeds of Johnson County, Kansas on November 9, 2016 at Book 201611 at Page 003885 (the "Original Declaration"); and in that certain Amended and Restated Homes Association Declaration dated as of January 23, 2017 and filed with the Register of Deeds of Johnson County, Kansas on January 24, 2017 and recorded in Book 201701, Page 006148 (the "Original Homes Association Declaration"); and

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the date first above written.

TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 22nd day of May, 2019, before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the Vice President of **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

Sandra Jones
Notary Public

My Appointment Expires:

11-9-2020

SANDRA JONES
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 11-9-2020

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

TERRYBROOK FARMS, ELEVENTH PLAT

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (this "Supplemental Declaration") is made as of the 11th day of February, 2020, by **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer previously executed that certain Amended and Restated Declaration of Restrictions dated January 23, 2017, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on January 24, 2017, at Book 201701, Page 006149 (the "**Original Declaration**"), and that certain Amended and Restated Homes Association Declaration dated January 23, 2017, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on January 24, 2017, at Book 201701, Page 006148 (the "**Original Homes Association Declaration**"); and

WHEREAS, Developer has executed a final plat known as "**TERRYBROOK FARMS, ELEVENTH PLAT**" and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on May 14, 2019, at Book 201905, Page 004639, which plat describes and pertains to the following real property, to wit:

Lots 290 through 309, inclusive, and Tracts U, V, and W, **TERRYBROOK FARMS, ELEVENTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add the above-described real property (collectively, the "**Additional Property**") to the district of **TERRYBROOK FARMS**, and to subject all of the Additional Property to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. All of the Additional Property shall be, and it hereby is, subject to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration.

2. As contemplated in the Original Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Property to all of the provisions of the Original Declaration and the Original Homes Association Declaration as though the Additional Property had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Vice-President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 11th day of February, 2020, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Vice-President of Terrybrook Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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

Sandra Jones
Notary Public

My commission expires:

11-9-2020

SANDRA JONES
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 11-9-2020

**AMENDMENT TO AND SUPPLEMENTAL DECLARATION OF
RESTRICTIONS AND HOMES ASSOCIATION DECLARATION**

**TERRYBROOK FARMS, TWELFTH PLAT (PARTIAL)
TERRYBROOK FARMS, THIRTEENTH PLAT (PARTIAL)**

THIS AMENDMENT TO AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (this “**Supplemental Declaration**”) is made as of the 1st day of October, 2020, by **TERRYBROOK PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Amended and Restated Declaration of Restrictions dated January 23, 2017, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on January 24, 2017, at Book 201701, Page 006149 (the “**Original Declaration**”), and that certain Amended and Restated Homes Association Declaration dated January 23, 2017, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on January 24, 2017, at Book 201701, Page 006148 (the “**Original Homes Association Declaration**”); and

WHEREAS, Developer has executed a final plat known as “**TERRYBROOK FARMS, TWELFTH PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on April 22, 2020, at Book 202004, Page 006953, which plat, in part, describes and pertains to the following real property, to wit:

Lots 327 through 340, inclusive, Lots 346 and 347, and Tract Z, TERRYBROOK FARMS, TWELFTH PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer has executed a final plat known as “**TERRYBROOK FARMS, THIRTEENTH PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on April 22, 2020, at Book 202004, Page 006954, which plat, in part, describes and pertains to the following real property, to wit:

Lots 348 through 351, inclusive, Lots 368 through 393, inclusive, and Tracts BB and CC, TERRYBROOK FARMS, THIRTEENTH PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add all of the above-described real property from those portions of the Twelfth Plat and the Thirteenth Plat described above (collectively, the “**Additional Property**”) to the district of **TERRYBROOK FARMS**, and to subject all of the Additional Property to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration, as hereby amended, and the Original Homes Association Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. Except as specifically set forth herein, all capitalized terms used but not defined in this Supplemental Declaration shall have the same meanings as contemplated in the Original Declaration or the Original Homes Association Declaration.

2. All of the Additional Property shall be, and it hereby is, subject to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration, as hereby amended, and the Original Homes Association Declaration.

3. As contemplated in the Original Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Property to all of the provisions of the Original Declaration and the Original Homes Association Declaration as though the Additional Property had been originally described therein and subjected to the provisions thereof; provided, however, that, as to the Additional Property only, the Original Declaration is hereby amended to add a new Section 9, which shall state and provide as follows:

“9. A separate subdistrict (“**Subdistrict**”) known as the “MANOR” is hereby established within the District, and the Additional Property is hereby added to, and made subject to all of the additional rights, restrictions, and requirements of, such Subdistrict. As hereinafter used, the term “**Subdistrict**” shall mean and refer to the Additional Property, together with any other real property in the District that may be included in the Subdistrict known as the “MANOR” or that may be added thereto from time to time in accordance with the Original Declaration and the Original Homes Association Declaration.

(a) Developer believes that it is in the best interests of the Subdistrict within which the Additional Property lies, and of each Owner of each Lot within the Additional Property, that the Owners of Lots within the Subdistrict assume responsibility for providing the following services for all of the Lots within the Subdistrict, and that such services be coordinated by and through the Board of Directors of the Association or a committee thereof representing the Owners of Lots within the Subdistrict (“**Subdistrict Committee**”):

(i) Mowing, trimming, edging, fertilizing, and reseeding of grass areas and trimming of trees and bushes; provided, however, that such service shall not include the care of any fenced-in patios or other inaccessible areas; and

(ii) Removal of snow from all driveways, front yard sidewalks and walkways, and front porches (but not back patios or decks) within a reasonable period of time after a snowfall accumulation in excess of two (2) inches; provided, however, that such service shall not include the treatment or removal of ice.

Accordingly, and in furtherance of this intent, Developer obligates the Owners of all Lots within the Subdistrict, by and through the Board of Directors or the Subdistrict Committee, as applicable, to provide the aforementioned services for the Subdistrict, as provided herein. Notwithstanding anything contained herein to the contrary, each Owner of any Lot within the Subdistrict shall be obligated, at its sole cost and expense, to install, operate, maintain, repair, and replace, as needed from time to time, all irrigation systems and equipment on the Owner's respective Lot(s) as may be necessary or appropriate for the proper care and treatment of the turf, trees, flora, and landscaping thereon; provided, however, that if any Owner fails to satisfy such obligations with respect to its respective Lot(s), then the Board of Directors or the Subdistrict Committee, as applicable, shall have the right and authority to perform such obligations for and on behalf of such Owners and to submit invoices to and receive payment from such Owners for all costs and expenses reasonably incurred in connection therewith.

(b) Perpetual easements are hereby granted by Developer, for the benefit of the Owners of Lots within the Subdistrict, to the Board of Directors or the Subdistrict Committee, as applicable, and to its agents, employees, successors, and assigns, over, across, upon, and under the Additional Property and all other real property within the Subdistrict, as and to the extent needed to permit the performance of such work and services as are described herein, as well as any other work or services that may be deemed necessary or desirable by the Board of Directors or the Subdistrict Committee, as applicable, or its designee.

(c) All other services, repairs, maintenance, restoration, and replacements required pursuant to the terms of the Original Declaration with respect to the Lots within the Subdistrict, and all improvements and appurtenances thereunto belonging, shall be the sole responsibility of the respective Owners of such Lots.

(d) Any expenses incurred in performing the work and services to be provided with respect to the Lots within the Subdistrict, as described herein, shall be divided and assessed equally among only those Lots that are included within the Subdistrict from time to time.

(e) Each year, the Board of Directors or the Subdistrict Committee, as applicable, shall prepare a proposed budget for the expenses necessary to perform the work and services described herein, as well as any other work or services deemed necessary or desirable by the Board of Directors or the Subdistrict Committee, as applicable.

The budget proposed by the Board of Directors or the Subdistrict Committee, as applicable, shall be submitted to the Association on or before the date established by the Association for consideration of such budgets, and shall be reviewed by the Association for the purpose of determining whether it contemplates a level of service and maintenance deemed by the Association to be at least adequate to meet the community-wide standard, as it exists from time to time. If the Association determines that such standard is met by the proposed budget, then the Association shall approve such budget and, following any further approvals required under the Original Homes Association Declaration, the expenses described therein shall be assessed against the Owners of the Lots within the Subdistrict.


Any budget submitted by the Board of Directors or the Subdistrict Committee, as applicable, may contemplate a higher level of service and maintenance than that specified by the community-wide standard and may contain proposed contracts with recommended contractors for the performance of those services. The Association shall approve any budget proposed so long as the Association determines that such budget meets or contemplates a level of service and maintenance at least equal to the community-wide standard. The Association may execute any contract proposed with any contractor so long as the Association determines that the proposed contract:

- (i) contemplates a level of service and maintenance equal to or greater than the community-wide standard;
- (ii) requires the contractor to have liability insurance equal to or greater than the amount required of a contractor that would otherwise perform the work for the Association if the Board of Directors or the Subdistrict Committee, as applicable, had not submitted the proposed contract; and
- (iii) otherwise conforms to the Association's general requirements for terms and conditions in the Association's contracts with other contractors.

In any year during which the Board of Directors or the Subdistrict Committee, as applicable, fails to timely submit its proposed budget, the Association shall prepare the budget for the Subdistrict, shall approve the expenses described therein, and shall assess such expenses against the Owners of the Lots within the Subdistrict, subject to the provisions of the Original Declaration and the Original Homes Association Declaration."

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

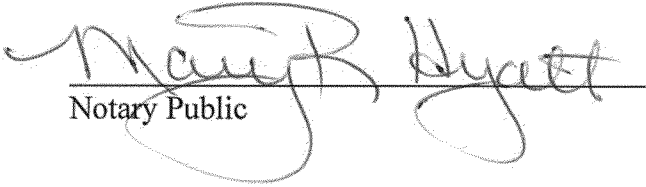
TERRYBROOK PARTNERS, LLC,
a Kansas limited liability company

By: 
Brian Rodrock, Vice-President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 1st day of October, 2020, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Vice-President of Terrybrook Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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


Notary Public

My commission expires:

7-11-2021

