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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 reseeded 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

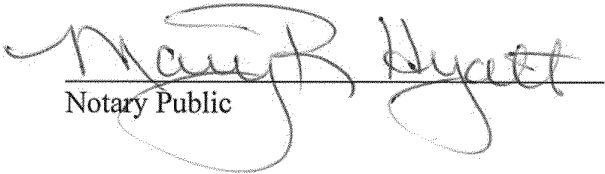
By: 

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

