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Register of Deeds T20080007086  
JD CO KS BK-200802 PG-007067

Document: Amended and Restated Supplemental Declaration of  
Restrictions and Homes Association Declaration for Coffee  
Creek Meadows – Park View at Coffee Creek Meadows

Dated: February 19, 2008

Party of the First Part: ARB Properties, Inc , a corporation

Party of the Second Part: Park View at Coffee Creek Meadows

Legal Description: See Exhibit "A"

Em Lathrop & Gage LC

**AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
AND HOMES ASSOCIATION DECLARATION FOR  
COFFEE CREEK MEADOWS**

**PARK VIEW AT COFFEE CREEK MEADOWS**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF RESTRICTIONS, made as of the 19 day of February, 2008 by the undersigned, ARB PROPERTIES, INC., a corporation ("Developer").

WHEREAS, the residential community known as "Coffee Creek Meadows" was made subject to a "Supplemental Declaration of Restrictions and Homes Association Declaration for Park View at Coffee Creek Meadows", recorded in the Office of the Register of Deeds of Johnson County, Kansas at Book 200706, at Page 009616 on June 27, 2007 ("Supplemental Declaration"); and

WHEREAS, the undersigned, representing all of the lots and lands within the area subject to the Supplemental Declaration, wishes to amend and restate the Declaration of Restrictions as permitted therein.

NOW, THEREFORE, in consideration of the premises, the undersigned, for themselves and their grantees and assigns, hereby agree that the Supplemental Declaration of Restrictions is hereby amended and restated, and 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.

**NOTE: THIS AMENDMENT AND RESTATEMENT COMPLETELY TAKES THE PLACE OF AND SUPERCEDES THE SUPPLEMENTAL DECLARATION DESCRIBED ABOVE.**

A. WHEREAS, Developer has entered into that certain Coffee Creek Meadows Master Declaration dated June 22 2007 and recorded in the Office of the Register of Deeds of Johnson County, Kansas at Volume 200706, Page 009614 ("Declaration") affecting certain real property as set forth therein; and



B. WHEREAS, Developer desires to supplement the Declaration as set forth herein with respect to the real property described on Exhibit A, attached hereto and incorporated herein by reference, (the "Property"); and

C. WHEREAS, Developer desires to amend and supplement the restrictions applicable to and the duties of the association with respect to the property, in order to accomplish the development and maintenance of the property as a unified community;

NOW, THEREFORE, Developer, for the purposes set forth in the Declaration, declares that the Property is hereby made subject to the this Supplemental Declaration, the jurisdiction of the Association; and the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements and other provisions set forth in the Declaration and in this Supplemental Declaration, all of which shall run with the land and be binding upon all property within the Property and all parties having or acquiring any right, title, or interest in or to any property within the Property, or any part thereof, and shall inure to the benefit of and be a burden upon each "Owner" and each member of the Association.

1 Defined Terms.

(a) All of the capitalized terms used in this Supplemental Declaration shall have the meanings given them in the Declaration, unless otherwise herein defined.

(b) The term "Common Elements" shall have the meaning set forth in Section 4 below.

(c) The term "Owners" as used in this Supplemental Declaration shall mean the owners of Units within the Property.

(d) The term "Common Area" shall have the meaning set forth in the Declaration.

(e) The term "Board" shall mean the Association Board of Directors.

2. Submission to Declaration. Except as modified, amended and supplemented by this Supplemental Declaration, all of the covenants, conditions, restrictions, easements and other provisions of the Declaration are hereby made applicable to the Property and are made a part hereof by this reference.

3. Property. The Property subjected to this Supplemental Declaration shall be a separate Neighborhood to be known as the "Park View at Coffee Creek Meadows".

4. Responsibility for Maintenance and Landscaping. Except to the extent that Owner's are responsible as provided below, the Association shall have the exclusive responsibility and authority to provide maintenance of private streets and alleys, including snow clearance (only if snowfall reaches 3 or more inches).

5. Covenants and Restrictions Applicable to Park View Property. All Units within the Property shall be subject to the following covenants and restrictions. These covenants and restrictions are supplemental to, and not in lieu of, those contained in the Declaration; provided however, that in the event of a conflict between any covenants and

restrictions contained in this Supplemental Declaration and the Declaration, this Supplemental Declaration shall control.

(a) Each Unit shall be maintained in accordance with the rules and regulations as promulgated from time to time by the Developer or (after Developer no longer controls the Association) the Board, which may be obtained from the Developer or the Board.

(b) No clothing or other personal effects, shall be placed upon or hung in view of any exterior portion of any Unit unless the same are approved by the ARB, except for barbeque grills, flower pots and other such items which shall be properly maintained and in good and attractive condition. No furniture, of the nature of lawn or garden furniture or otherwise, shall be allowed on any yard unless the same is of sufficient weight, or is sufficiently anchored, to prevent the same from being blown over. No awnings or umbrellas shall be allowed unless the same are firmly anchored and kept tightly closed when not in use. No cooking devices utilizing non-fossil fuels shall be kept or used on yards except in strict accordance with all laws, ordinances, rules, regulations and requirements of the all applicable governing bodies. No patio shall be carpeted, unless approved by the ARB.

(c) The number, types, colors and sizes of any and all furniture, window coverings (whether located inside or outside a Unit), umbrellas, plants, lights and other objects on balconies, terraces and porches shall also be subject to further control and regulation by the ARC.

(d) After reasonable notice to the Owners, the Board may establish additional rules and regulations, governing and further restricting the use of the Units and Common Areas in any manner not inconsistent with the provisions of the Declaration and this Supplemental Declaration. The Board, or any Owner, shall have the right to enforce such rules and regulations by any proceeding at law or in equity.

6. Right of Access. An authorized representative of the Association and all contractors, repairmen or other agents employed or engaged by the Association, shall be entitled to, and are hereby granted an easement for, reasonable access to each of the Units within the Property and any structures constructed thereon as may be required to perform any of the Association's responsibilities hereunder. The Association shall use good faith efforts to coordinate access within any Unit with the Owner.

7. Easements. The Property is hereby subject to the following easements:

(a) Utility Easements. Developer will install or cause to be installed lines, pipes, conduits, and other utility facilities, hereafter referred to as "utility lines", for the purpose of providing proper utility service to the Units, which may include sewer, electricity, gas, water, and telephone services. To insure that such utility lines shall be installed, kept, maintained, restored, repaired and replaced, Developer hereby reserves unto itself, and grants to the Association, an easement to install, keep, maintain, restore, repair, and replace any utility lines under and across the Units. The utility lines, including sanitary sewer service lines, if any,

shall be kept, maintained, restored, repaired and/or replaced by the Association. If, in order to maintain, restore, repair or replace any utility lines or other utility equipment that serves more than one Unit, it becomes necessary to break through walls, excavate or otherwise damage a Unit or any structure located on a Unit, the damages caused by such entry shall be repaired and the Unit any such structure shall be restored to as near as possible, the same condition as prior to such damage. Expenses for maintaining any utility above the basement floor or within the exterior plane of any wall or roof of a Unit shall be paid for by the Owner and not the Association.

(b) Easement for the Association. Developer hereby establishes and reserves to itself, and hereby grants to the Association an easement over, under and across all of the Property for the purpose of executing any of the powers, rights, or duties granted to or imposed upon the Association by the terms of this Supplemental Declaration or the Declaration.

8. Contact Information. Each Owner of a Unit within the Property shall provide the ARC and the Board with the name, address and day and evening telephone numbers for an emergency contact person for such Owner's Unit, and shall keep such information current.

9. Effect of Supplemental Declaration. The Declaration, as herein modified, amended and supplemented, shall continue in full force and effect in accordance with the terms thereof.

10. Expansion or Reduction of Park View Property; Developer Rights. The Developer unconditionally reserves the right to subject additional land to these restrictions and add the same to the Neighborhood created by this Supplemental Declaration at any time by a document recorded in the Office of the Register of Deeds of Johnson County, Kansas. 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 the same applicable to all real property within the Property so long as Developer owns any real property within the area subject to this Supplemental Declaration. 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 Unit 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. 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 Developer has set its hand on this Supplemental Declaration on the date and year above written.

ARB PROPERTIES, INC., a Kansas corporation

By: *Collin D. Acuff*  
Name: Collin D. Acuff  
Title: Secretary

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

On this 19 day of February, 2008, before me, a Notary Public in and for said state, personally appeared Collin D. Acuff, who stated that he is the Secretary of ARB PROPERTIES, INC., a Kansas corporation, known to me to be the person who executed the within instrument on behalf of said corporation 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 official seal, the day and year last above written.


My commission expires:

*Mary F. Martin*  
Notary Public | Mary F. Martin

MARY F. MARTIN  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt Expires 8/20/2009

Exhibit "A"

Lots 50 – 89, inclusive, and Tracts B through N, inclusive, COFFEE CREEK  
MEADOWS, 2nd PLAT, a subdivision in the City of Olathe, Johnson County, Kansas

  
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