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Document: Amended and Restated Supplemental Declaration of
Restrictions and Homes Association Declaration for Coffee
Creek Meadows - Twin Villas at Coffee Creek Meadows

Dated: February 19, 2008

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

Party of the Second Part: Twin Villas at Coffee Creek Meadows

Legal Description: See Exhibit "A"

Erw Lathrop & Gage L.C.,

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

TWIN VILLAS AT COFFEE CREEK MEADOWS

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF RESTRICTIONS, made as of the 19th 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 Coffee Creek Meadows Single Family Attached", recorded in the Office of the Register of Deeds of Johnson County, Kansas at Book 200706, at Page 009615 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.

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 "Twin Villas at Coffee Creek Meadows".

4. Responsibility for Maintenance and Landscaping.

(a) Except to the extent that Owner's are responsible as provided below, the Association shall have the exclusive responsibility and authority to provide: lawn mowing and chemical treatment; snow clearance from private streets (only if snowfall reaches 3 or more inches); fire and extended insurance

coverage for the structure of Units in the full amount of replacement value; and lawn irrigation. All lawn irrigation controls shall be installed on the exterior of Units. The Association shall have no duty to apply or maintain mulch, trim, maintain or replace shrubs, or control weeds in Landscape Easements. Further, the Association shall have no duty to clear snow or ice from Unit driveways or sidewalks.

(b) The Owner of a Unit within the Property shall be responsible for all maintenance and landscaping within any Landscape Easement adjacent to such Owner's Unit, and all interior and exterior maintenance of a Unit, including without limitation repair, maintenance and replacement of all exterior walls, roofs, patios, decks, and any windows, doors and glass; provided however, that any such exterior improvement must first be approved by the ARC as provided in the Declaration and herein. Owners shall further be responsible for weed and vegetation control, and maintenance of landscaping (including shrubs) within his or her respective Landscape Easement.

5. Responsibility for Maintenance and Landscaping

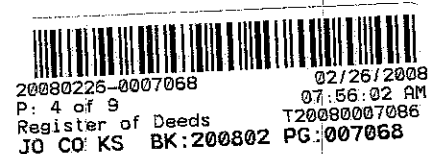
(a) Except to the extent that Owner's are responsible as provided below, the Association shall have the exclusive responsibility and authority to provide: lawn and tree care and maintenance; snow clearance from private streets (only if snowfall reaches 3 or more inches); fire and extended insurance coverage for the structure of Units in the full amount of replacement value; and lawn irrigation. All lawn irrigation controls shall be installed on the exterior of Units.

(b) The Owner of a Unit within the Property shall be responsible for all maintenance and landscaping within any Landscape Easement adjacent to such Owner's Unit, and all interior and exterior maintenance of a Unit, including without limitation repair, maintenance and replacement of all exterior walls, roofs, patios, decks, and any windows, doors and glass; provided however, that any such exterior improvement must first be approved by the ARC as provided in the Declaration and herein.

6. Covenants and Restrictions Applicable to the 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) No fences shall be erected on the Property; provided, however, that underground electric fences to contain dogs and/or cats may be approved. And provided, further, that a single panel privacy screen may be erected and maintained to separate backyard patios in multiple Unit buildings.

(b) Unless waived or otherwise determined by the ARC, each Unit shall be repainted at the Owners' costs every four (4) years; the owners of Units within a building shall agree upon a single paint color from an approved color



palette (if available), subject to approval by the ARC, and retain a single contractor to perform the painting.

(c) 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 Board) the Association Board, which may be obtained from the Developer or the Association Board.

(d) Nothing shall be done or kept in any Unit, including without limitation any flammable materials, which will increase the applicable rates of insurance unless approved by the Association Board in advance. In particular but without limitation, no flammable or combustible materials shall be kept within the same compartment or space as the heating, ventilating and/or air conditioning equipment serving a Unit. No Owner shall permit anything to be done or kept in its Unit which will result in the cancellation of any insurance or which would be in violation of any law, and no waste shall be committed on the Property.

(e) No playground, sporting or exercise equipment, including but not limited to swing sets, jungle gyms, slides, sand boxes, inflatable pools, basketball goals, volleyball nets and parallel bars, shall be allowed in any yard. No clothing or other personal effects, shall be placed upon or hung in view of any patio/deck or other exterior portion of any Unit unless the same are approved by the ARC, 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 deck or patio unless the same is of sufficient weight, or is sufficiently anchored, to prevent the same from being blown over or off the deck or patio. No awnings or umbrellas shall be allowed on any patio 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 patios except in strict accordance with all laws, ordinances, rules, regulations and requirements of the all applicable governing bodies; such devices shall not exceed three (3) feet by three (3) feet in depth and width or three (3) feet in circumference. No patio shall be carpeted, except as approved by the ARC.

(f) No gardening or farming of any kind shall be carried on within any Unit or Common Area, except that plants may be kept in appropriate containers within the Unit and landscaping that has been pre-approved by the ARC may be conducted within any Landscape Easement related to a Unit.

(g) 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.

(h) In decorating a Unit, each Owner is solely responsible for compliance with the fire protection ordinances, laws, rules, regulations, requirements and the building and safety codes of the governing bodies, and shall defend and indemnify the other Owners, the Association and the Board for

any violation thereof which causes loss or damage to persons or property.

(i) After reasonable notice to the Owners, the Board may establish additional rules and regulations, as approved by the Board, 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.

(j) The Property is being developed as a planned-unit district with zero lot lines. There shall be no set-back requirements for any Lot or Unit within the Property except as required by applicable laws and ordinances. All Lots within the Property shall be originally conveyed pursuant to a rough site-plan legal description. Once the construction of a Unit is complete, the Unit shall be surveyed, and the final legal description for the Unit shall be determined. Once the final legal description for a Unit is determined, the Owner and the Association shall execute any instruments (including instruments of conveyance) necessary to conform the legal description of the Lot to the final legal description of the Unit. In the event that any Unit is altered, improved or reconstructed in accordance with the Declaration and this Supplemental Declaration, this process shall be followed to determine the new legal description. The costs of all surveying and preparation of instruments shall be at the sole cost and expense of the Owner of the Unit affected.

7. 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.

8. 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 and 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 Ingress and Egress. Developer hereby creates and reserves to itself, and hereby grants to the Association and the Association for the benefit of each Owner, an easement for ingress and egress from each Unit over and across all the Common Areas, including common drives, sidewalks and tracts.

(c) 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, the Declaration, or the Association's Articles of Incorporation or Bylaws.

(d) Landscape Easement. Each Owner of a Unit is hereby granted an easement for landscaping, subject to the terms and conditions set forth herein, (the "Landscape Easement") which Landscape Easement shall be appurtenant to such Owner's Unit (once constructed) and shall lie within a four (4) foot radius surrounding the lot line of such Owner's Unit (once finally platted, and as adjusted from time to time as provided herein). Within an Owner's Landscape Easement, the Owner shall have the right, privilege and responsibility to maintain all grass, trees, shrubs, plants and landscaping in a neat and attractive condition; provided however that any alteration or modification of the landscaping from the landscaping provided by Developer when the Unit is initially constructed shall require the prior written approval of the ARC.

(e) Easements for Encroachments. Each Unit and Common Areas shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Areas created or arising by reason of overhangs, by reason of deviations in construction, reconstruction, repair, shifting, settlement or other movement of any portion of improvements, or by reason of errors on plats. Valid easements for these encroachments and for the maintenance of same, shall and do exist so long as the encroachments remain.

(f) Easements for Support and Service. Every portion of a building or utility line or any improvement on any portion of the Property contributing to the support of or services to another building, utility line or improvement on another portion of the Property shall be burdened with an easement of support and service for the benefit of all other such buildings, utility lines, improvements and other portions of the Property.

9. 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.

10. 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.

11. Expansion or Reduction of 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 Amended and Restated Supplemental Declaration on the date and year above written.

ARB PROPERTIES, INC., a Kansas corporation

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

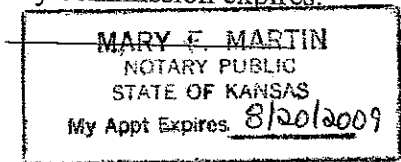
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

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.

Mary F. Martin
Notary Public Mary F. Martin

My commission expires:



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Exhibit "A"

Lot 90, COFFEE CREEK MEADOWS, 2nd PLAT, a subdivision in the City of Olathe,
Johnson County, Kansas

Lots 91 and 92, and Tracts O through Q, inclusive, COFFEE CREEK MEADOWS, 3rd
PLAT, a subdivision in the City of Olathe, Johnson County, Kansas

