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KANSAS CITY TITLE

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SUPPLEMENTAL DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION FOR
COFFEE CREEK MEADOWS

PARK VIEW AT COFFEE CREEK MEADOWS

This supplemental declaration of restrictions and homes association declaration for Park View at Coffee Creek Meadows (the "Supplemental Declaration") is made and entered into as of this 22nd day of June, 2007, by ARB PROPERTIES, INC., a Kansas corporation (hereinafter referred to as "developer").

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 009616 ("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, and further desires to create a Neighborhood Association for 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 jurisdiction of the Park View Association (defined below); 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", each member of the "Association" and each member of the "Park View 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 "Common Expenses" shall mean expenditures made or financial liabilities incurred by the Park View Association, together with any allocations to reserves, including but not limited to, (a) all sums lawfully assessed against the Common Elements by the Park View Association; (b) all expenses of administration and management, insurance, maintenance, repair and replacement including, without limitation, the costs of salaries, expenses and fees of persons administering the Park View Association, fees of legal counsel deemed necessary by the Park View Board to protect the Park View Association, payments of any judgment against or other liabilities incurred by the Park View Association, settlement of any claims against the Park View Association, insurance premiums, utilities, repairs, cleaning and replacements; and (c) all other expenses declared to be Common Expenses by this Supplemental Declaration, the articles or bylaws of the Park View Association or as determined by the Park View Board.

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

(e) The term "Park View Association" shall mean a Kansas not-for-profit corporation to be named "The Park View at Coffee Creek Meadows Association, Inc.", or such similar name as may be available at the time of incorporation.

(f) The term "Park View Board" shall mean the board of directors of the Park View Association as provided in the articles of incorporation and bylaws of the Park View Association.

(g) 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 "Park View at Coffee Creek Meadows".

4. Responsibility for Maintenance and Landscaping.

(a) Except to the extent that Owner's are responsible as provided below, the Park View Association shall have the exclusive responsibility and authority to provide maintenance of private streets and alleys, including snow clearance (only if snowfall reaches 2 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 Park View Board) the Park View Board, which may be obtained from the Developer or the Park View 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 Park View Board may establish additional rules and regulations, as approved by the Park View 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 Park View Board, or any Owner, shall have the right to enforce such rules and regulations by any proceeding at law or in equity.

6. Park View Association. The Owners of all of Units within the Property, together with the Owners of any other Units that may from time to time be made subject to all of the terms and provisions of this Supplemental Declaration in the manner hereinafter provided for, shall be the members of the Park View Association. Membership in the Park View Association shall be limited to the Developer and Owners of Units within the boundaries of the Property as it exists from time to time, as hereinafter set forth.

(a) The Park View Association shall have two (2) classes of voting membership, as follows:

(i) Class A. Each Owner of a Unit in the Property shall be a Class A member. Each Class A member shall be entitled to one vote for

each Unit owned by him, her or it in fee simple title. Provided, however, that until a residence is completed and occupied in good faith on a Unit, the Developer shall be entitled to the vote of the Unit Owner, and purchase of a Unit subject to this Supplemental Declaration shall constitute the purchaser's proxy to Developer for the aforesaid purpose. When more than one person holds such interest in any Unit, all such persons shall be members and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Unit.

(ii) Class B. The Developer shall be a Class B member. The Developer shall have the right to appoint a majority of the Park View Board and shall have the right to approve and power to veto any and all actions of the Park View Association. Class B membership of the Developer shall continue until Developer owns no land within the Property (including lands added as set forth below) or until Developer relinquishes its Class B membership, whichever first occurs. For purposes of voting requirements herein, the Class B member shall have twenty (20) votes for each Unit owned by it, in addition to the right to approve and power to veto set forth above.

(b) The voting rights of a Class A member shall be suspended for any period during which any assessment described herein, including interest and fees, remains unpaid.

(c) At any regular or special meeting of the Park View Association, members may cast their vote in person or by proxy.

(d) Except as hereinbefore provided, the Park View Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(e) Unless the context clearly indicates to the contrary, decisions by the Park View Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.

7. Powers and Duties of the Park View Association. In addition to those powers and duties set forth elsewhere in this Supplemental Declaration or in the articles and the bylaws of the Park View Association, the Park View Board shall have and may freely exercise the following powers and authority:

(a) To conduct, manage and control the affairs of the Park View Association and to make and enforce rules and regulations not inconsistent with the Declaration or this Supplemental Declaration and which it deems to be in the best interests of the Owners of Units within the Property.

(b) To determine the frequency, date, time and location of any Park View Board meetings, provided that the Park View Board shall meet not less frequently than once a year.

- (c) To make contracts and incur liabilities and to pay, out of the assessments against Owners, the following items (among others):
- (i) Compensation for the manager and for all employees of the Park View Association, including medical and hospitalization insurance, pension plans and such other compensation as the Park View Board shall deem appropriate.
 - (ii) Legal, accounting and consultant fees for services necessary or proper in the operation of the Park View Association or enforcement of the restrictions and covenants herein contained and other rules and regulations adopted by the Park View Board.
 - (iii) The costs of any other materials, supplies, furniture, labor, services, maintenance, repairs or structural alterations, which the Park View Board is required to secure or pay for pursuant to the terms of this Supplemental Declaration, or the enforcement of this Supplemental Declaration or any rules and regulations.
 - (iv) Expenses for maintenance and repair of any Unit if such maintenance and repair is necessary, in the opinion of the Park View Board, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity for such maintenance or repair is delivered personally or by certified mail to said Owner or Owners. The Park View Board, its agents and employees are hereby given the right and license to enter upon any Unit and levy a special assessment against the Owner or Owners of any such Unit to pay for the costs or expenses incident to said maintenance, repair, and assessment.
 - (d) To establish and maintain a contingency reserve account in an amount up to fifteen percent (15%) of the projected annual operating budget for the upcoming year, to assure the availability of funds for unanticipated or extraordinary expenses.
 - (e) To adopt and amend budgets for revenues, expenditures, and reserves and collect assessments from the Owners.
 - (f) To institute, defend, or intervene in litigation or administrative proceedings, in its own name or on behalf of two (2) or more Owners, on matters affecting the Property.
 - (g) To acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property.
 - (h) To make reasonable accommodations in any rules and regulations and declarations adopted by the Park View Association or the Park View Board, or any other restrictions applicable to the Property if such accommodations are required by law to afford a disabled person equal opportunity to use and enjoy the Property
 - (i) To impose charges for late payment of assessments and, after

notice and an opportunity to be heard, levy reasonable fines for violations of the Supplemental Declaration, or any rules and regulations of the Park View Association.

(j) The Park View Board shall have the right, power and privilege to suspend the voting rights of an Owner or Owners for the period during which an assessment against its Unit remains unpaid and delinquent. The Park View Board shall also have the right to suspend the voting rights of every Owner of a Unit for a period not to exceed thirty (30) days for any one (1) violation of this Supplemental Declaration or infraction of any rules and regulations of the Park View Association committed by such Owners, their respective guests, servants, family members, tenants or invitees; provided that any suspension of voting rights (except for failure to pay assessments) shall be made only after written notice and the opportunity for a hearing are provided.

(k) To impose reasonable charges for the preparation and recording of amendments to this Supplemental Declaration, resale certifications, or statements of unpaid assessments.

(l) To provide for the indemnification of its officers and Park View Board members and to maintain directors' and officers' liability insurance.

(m) To assign its rights to future income, including the right to receive assessments, but only to the extent expressly provided in this Supplemental Declaration.

(n) To adopt and amend the bylaws of the Park View Association and rules and regulations governing the use of the Common Elements and the improvements and facilities located thereon.

(o) To exercise any other powers conferred by this Supplemental Declaration, in the articles or bylaws of the Park View Association, or necessary and proper for the administration of the Park View Association.

8. Assessments.

(a) Assessments for Common Expenses. All Owners within the Neighborhood other than the Developer shall be obligated to pay the assessments imposed by the Park View Association to meet the Common Expenses. Each Owner shall be jointly and severally liable for the Common Expenses that are levied against such Owner's Unit. Assessments for the estimated Common Expenses ("Regular Assessments") shall be due monthly in advance on or before the first (1st) day of each month. Any Regular Assessment not paid by the tenth (10th) day of each month shall accrue interest from said date until paid, at the maximum rate permitted by law. Liability for Regular Assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of a month. Purpose of Assessments.

(i) Regular Assessments shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents of the Property and the facilities devoted to said purposes. Such

uses may include, but are not limited to, the cost to the Park View Association of the following: fire, extended coverage, vandalism, malicious mischief and liability insurance for the Units; management services; taxes and assessments, general and special (exclusive of real estate taxes and assessments assessed against Owners); legal and accounting services as may from time to time be authorized by the Park View Association; construction of facilities relating to the Park View Association's purposes; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of, the Property; mowing grass and maintaining the grounds and landscaping (including outdoor lighting) in Common Areas; and private street maintenance. Nothing herein shall require the Park View Association to provide any of the services for which Regular Assessments are to be used hereunder.

(ii) Upon acquisition of record title to a Unit from the Developer or a builder, each purchaser of a Unit shall contribute to the working capital fund of the Park View Association a one-time initiation fee equal to no more than two (2) months of the then current monthly assessment for such Unit, as determined by the Park View Board. This amount shall be deposited by the purchaser of such Unit into an escrow established in connection with the closing of the purchase and sale of the Unit and disbursed therefrom to the Park View Association, which shall hold such funds in a segregated interest-bearing account for the use and benefit of the Park View Association. The Developer shall have no obligation to make contributions to the working capital fund. The purpose of the working capital fund is to insure that the Park View Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Park View Board for the performance of its obligations. Amounts paid into the fund are not to be considered as advance payment of Regular Assessments.

(iii) The Park View Association, through the Park View Board, may (however shall not be obligated to) establish a reserve or sinking fund to be maintained in a segregated interest-bearing account, in order to accumulate funds for the anticipated cost of maintenance, repair and replacement of capital improvements, including fixtures and personal property relating thereto. The Park View Board may levy assessments for the reserve fund, payable no more frequently than monthly, in the same manner as Regular Assessments. Amounts paid into the reserve or sinking fund are not to be considered as advance payment of Regular Assessments.

(c) Determination of Assessments. Each year the Park View Board shall prepare a proposed budget for consideration by the Owners at a meeting held not less than ten (10) nor more than thirty (30) days after the mailing or delivery by the Park View Board to each Owner of notice of the meeting and a summary of the proposed budget. The budget and any summary shall specify the total amount of each proposed assessment, including any assessments for the reserve fund or

the emergency working capital fund and any Special Assessments as provided below. Unless at that meeting the holders of a majority of the votes in the Park View Association reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Park View Board in the same manner as set forth above. Each budget shall reflect the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. The omission or failure of the Park View Board or the Owners to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay any future assessment for such month.

(d) Changes in Assessments. If the Board determines at any time during any fiscal year that a greater Regular Assessment is required to adequately perform the duties and responsibilities of the Park View Association and pay all expenses thereof, then the Park View Board may call a special meeting of the Owners. Unless at that meeting the holders of a majority of the votes in the Park View Association reject the greater Regular Assessment, the greater Regular Assessment shall be deemed ratified, whether or not a quorum is present. The Park View Board may decrease the amount of any Regular Assessment or any other assessment at any time or times and to any amount the Park View Board deems appropriate and consistent with sound business practices, without the approval of the Owners.

(e) Special Assessments. In addition to the assessments otherwise authorized in the Declaration and this Supplemental Declaration, the Park View Association may levy at any time a special assessment (a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Elements, including the necessary fixtures and personal property related thereto, provided that any such Special Assessment must be approved by the holders of at least sixty-seven percent (67%) of the votes in the Park View Association cast at a meeting of the Owners duly called for this purpose, at which a quorum is present.

(f) Notice of Assessments. The Park View Board shall give each Owner written notice of the amount of its Regular Assessment and any other assessments payable in monthly installments at least ten (10) days before the first day of the fiscal year in which such assessments are payable. The Park View Board shall give at least thirty (30) days' written notice of all other assessments. Failure of the Park View Board to give timely notice of any assessment shall not release any Owner from the obligation to pay the assessment, but shall postpone the date the assessment is due, until the required notice period has elapsed; provided that, if the assessment is payable in monthly installments no due date will be postponed unless such due date occurs before the notice is given or within the ten (10) days following the date such notice was given. Lien for Assessments.

(i) All assessments of any kind not paid by an Owner when due, including interest thereon at the lesser rate of (i) the highest amount

allowed by law; or (ii) eighteen percent (18%) per annum, and shall constitute a lien on such Unit superior and prior to all other liens and encumbrances, except:

(A) Liens and encumbrances recorded before the recordation of this Supplemental Declaration, including any mortgage;

(B) All liens under any mortgage for the purchase of a Unit recorded prior to the date such assessment becomes delinquent; and

(C) Liens for real estate taxes and other governmental assessments or charges against the Unit.

(ii) If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Park View Association.

(iii) Such lien shall attach from the date the assessment becomes due. The lien may be enforced by foreclosure of the defaulting Owner's Unit by the Park View Association in the same manner as a mortgage on real estate. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including, without limitation, all publication, recording, title search and mailing costs, the costs and expenses for filing any necessary notice or claim of lien and all reasonable attorneys' fees and trustee's fees. The Owner shall also be required to pay to the Park View Association a reasonable rental for the Unit during the period of delinquency, and the Park View Association shall have the power to bid for the Unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event a foreclosure has been commenced but is subsequently stopped because the Owner has paid all amounts due, the Owner will nevertheless pay all of the aforesaid costs and expenses incurred through the time the delinquency is paid.

(iv) The amount of each assessment shall also be a personal debt of each respective Owner at the time the assessment becomes due. The Park View Association may maintain an action against each Owner to recover a money judgment for unpaid assessments without foreclosing or waiving the lien securing the same, and the Park View Association shall also be entitled to a judgment for reasonable attorneys' fees and court costs.

(h) Association Assessments. The assessments set forth in this Supplemental Declaration shall be in addition to, and not in lieu of, any assessments levied by the Association pursuant to the Declaration. Payment of the regular assessment by a Unit Owner to the Association shall entitle such Unit

Owner to all rights and privileges afforded to other members of the Association

9. Right of Access. An authorized representative of the Park View Association and all contractors, repairmen or other agents employed or engaged by the Park View 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 Park View Association shall use good faith efforts to coordinate access within any Unit with the Owner.

10. 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 Park View 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 Park View 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 or Park View Association.

(b) Easement for the Associations. Developer hereby establishes and reserves to itself, and hereby grants to the Association and the Park View 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 or the Park View Association by the terms of this Supplemental Declaration, the Declaration, or their respective Articles of Incorporation or Bylaws.

11. Contact Information. Each Owner of a Unit within the Property shall provide the ARC and the Park View 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.

12. 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.

13. 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: *Colin D. Amec*
Name: Colin D. AMEC
Title: ~~President~~ SECRETARY

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 22 day of June, 2007, before me, a Notary Public in and for said state, personally appeared Collin D. Acuff, who stated that he/~~she~~ is the ~~President~~ 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/~~she~~ 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

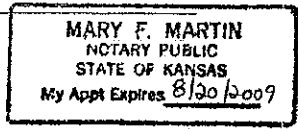


EXHIBIT "A"

Lots 1-49, inclusive and Tracts A and R, COFFEE CRBEK MEADOWS, 1ST PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

and

Lots 50-90, inclusive and Tracts B-N, inclusive, COFFEE CREEK MEADOWS, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

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