

AMENDED AND RESTATED HOMES ASSOCIATION DECLARATION

STONEBRIDGE

THIS AMENDED AND RESTATED HOMES ASSOCIATION DECLARATION, made by FAIRFIELD AT HERITAGE PARK, LLC., a limited liability company, CEDAR RIDGE PARTNERS, L.L.C., a limited liability company, COFFEE CREEK PARTNERS, LLC, a limited liability company and HERITAGE MANOR PARTNERS, LLC, a limited liability company (individually, a “Subdeveloper” and collectively “Subdevelopers”); and RODROCK LAND COMPANY, INC., a corporation (“Developer”); and the undersigned.

WHEREAS, Fairfield at Heritage Park, LLC, a limited liability company, and others are the owners of the real property described on Exhibit "A" attached hereto; that a certain Homes Association Declaration was filed in the Office of the Register of Deeds of Johnson County, Kansas for said real property, then known as “Fairfield at Heritage Park” at Book 200512, Page 005194, on December 15, 2005 (“Fairfield Declaration”); and

WHEREAS, Cedar Ridge Partners, L.L.C., a limited liability company, and others are the owners of the real property described on Exhibit "B" attached hereto; that a certain Amended and

Restated Homes Association Declaration was filed in the Office of the Register of Deeds of Johnson County, Kansas for said real property, then known as "Cedar Ridge Park" at Book 200612, Page 002637, on December 8, 2006 ("Cedar Ridge Declaration); and

WHEREAS, Coffee Creek Partners, LLC, a limited liability company, and others are the owners of the real property described on Exhibit "C" attached hereto; that a certain Declaration of Covenants, Conditions, Easements and Restrictions was filed in the Office of the Register of Deeds of Johnson County, Kansas for said real property, then known as "Coffee Creek Meadows" at Book 200706, Page 009614, on June 27, 2007 ("Coffee Creek Declaration); and

WHEREAS, Heritage Manor Partners, LLC, a limited liability company, and others are the owners of the real property described on Exhibit "D" attached hereto; that a certain Homes Association Declaration was filed in the Office of the Register of Deeds of Johnson County, Kansas for said real property, then known as "Heritage Manor" at Book 200709, Page 006121, on September 21, 2007 ("Heritage Manor Declaration); and

WHEREAS, the Developer, as manager of the aforesaid limited liability companies, is now developing portions of the above-described land and Developer desires to create and maintain a residential neighborhood possession features of more than ordinary value to the said community; and

WHEREAS, at a meeting called for such purpose, the required respective majorities under each of said Declarations voted to amend same with this document; and

WHEREAS, it is the intent hereby to combine all of the aforesaid real property under the jurisdiction of a single homes association, and the Coffee Creek Declaration is hereby amended

as set forth below, and the Fairfield Declaration, Cedar Ridge Declaration and Heritage Manor Declaration are hereby amended and restated in their entirety as follows.

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring about the development of the above-described land, the Developer and the undersigned do now and hereby subject all of the land described on Exhibit "A" attached hereto to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

SECTION 1. AMENDMENT OF COFFEE CREEK DECLARATION.

The Coffee Creek Declaration is hereby amended as follows:

1. All references to the "Coffee Creek Meadows Community Association, Inc." or "Association" shall be amended to the Stonebridge Community Association.
2. All references to the "Declarant" shall be amended from ARB Properties, Inc. to Subdeveloper, Coffee Creek Partners, LLC.
3. Article III, Article IV, Article V, Sections 5.1 – 5.4, inclusive, Article VI and Article VIII of the Coffee Creek Declaration are hereby stricken and replaced herein.

SECTION 2. DEFINITIONS OF TERMS USED.

The term "District" as used in this Declaration shall mean all of the real property described on Exhibits "A", "B", "C" and "D" attached hereto (referred to as "Stonebridge") and such additional lands as may be added to the District as set forth below. The term "Lot", as used herein, shall mean any numbered lot as platted, which may consist of one or more numbered lots or part or parts of one or more numbered lots, as platted, upon which a residence may be erected in accordance with any applicable recorded Declaration of Restrictions. The term "Association"

shall mean and refer to the Stonebridge Community Association. The term "Public Place" as used herein shall be deemed to mean all streets, and similar places the use of which is expressly dedicated to or set aside for the use of the general place on said plat. The term "Common Areas" as used herein shall be deemed to mean any tract, designated as such on said plat, located within the District as it exists from time to time, which tracts shall be owned, managed and maintained by the Association for the use, benefit and enjoyment of the present and future owners of land within the District. "Common Area" shall also include one or more lots upon which there is constructed a swimming pool and related amenities, which lots are owned by the Stonebridge Community Association. The term "Owners" as used herein shall mean those persons or corporations who may from time to time own land within the District.

SECTION 3. MEMBERSHIP IN ASSOCIATION

The Owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, known as the "STONEBRIDGE COMMUNITY ASSOCIATION" or such similar name as may be available ("Association") which has been heretofore or will be incorporated under the laws of the State of Kansas as a corporation not for profit. Membership in the Association shall be limited to the Developer and Owners of land within the boundaries of the District as it exists from time to time, as hereinafter set forth.

SECTION 4. VOTING RIGHTS

The Stonebridge Community Association shall have two (2) classes of voting membership, as follows:

Class A. Each Owner of a Lot in Stonebridge shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot 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 lot, the Developer shall be entitled to the vote of the lot owner, and purchase of a lot subject to this Declaration shall constitute the purchaser's proxy to Developer for the aforesaid purpose. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Developer shall be a Class B member. The Developer shall have the right to appoint a majority of the Board of Directors of the Association and shall have the right to approve and power to veto any and all actions of the Association. Class B membership of the Developer shall continue until Developer, or any of the Subdevelopers, owns no land in the District (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 lot owned by it and/or the Subdevelopers, in addition to the right to approve and power to veto set forth above.

(1) 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.

(2) The Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules for the use of any recreational facility, including one or more swimming pools, located within a Common Area.

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

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

(5) Unless the context clearly indicates to the contrary, decisions by the 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.

SECTION 5. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the owner thereof shall have subjected his, her or its land to the terms of this Declaration and to the assessments herein provided for. For purposes hereof, accepting title to land within the District after the recording of this Declaration shall satisfy the foregoing requirements.

SECTION 6. OTHER LANDS - HOW THEY MAY BE ADDED

Developer, at its discretion, may from time to time add to the District such land as now or hereinafter owned or approved for addition by it, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and all amendments thereto.

SECTION 7. USE OF COMMON AREAS

The Owners of land within the District shall have the exclusive right to the use of all Common Areas within the District as it from time to time exists.

The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas and implement the terms of this Declaration and any applicable Declaration of Restrictions as the context requires.

SECTION 8. POWERS AND DUTIES OF THE ASSOCIATION

(1) The Association shall have the following powers and duties:

(a) To care for, spray, trim, protect, replace and replant trees, shrubbery, bushes, flowers, grass and sod, and maintain improvements in the Common Areas set aside for the exclusive use of the Owners in the District, and in landscape tracts or easements shown on the plats of the District or otherwise created.

(b) To provide, maintain, protect and, when necessary, design, construct, reconstruct and replace protective lighting within the District when adequate service of that type is not available from any public source.

(c) To provide for the maintenance of any monument signs, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said District in any public street or park, or on any land set aside for the exclusive use of the Owners in the District; and also to provide for the maintenance of any streams or natural water-courses within the District.

(d) To provide for the operation and maintenance of and also to establish and enforce rules for the use by the members of any tennis courts, swimming pools, playgrounds, beach areas, green areas and parking areas which

now exist or which may hereinafter be included, created, owned or erected by the Association in the District.

(e) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes and special assessments as may be assessed against such real estate.

(f) To enforce, either in its own name or in the name of any Owner within the District, any or all building or other restrictions (including any applicable Declaration of Restrictions) which may have been heretofore or may hereafter be imposed upon any of the land in such District, either in the form as originally placed thereon or as modified subsequently thereto, and impose and collect fines for violations of such restrictions; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declaration, contract, plats or certificate of survey in which such restrictions or reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association, however in the event of successful enforcement proceedings brought by the Association, the person or entity against whom or which enforcement was sought shall be responsible for and pay the Association's costs of enforcement, including attorney's fees and court costs; if such costs are not paid within thirty (30) days

after the conclusion of such proceedings, the same shall be considered a fine and may be collected as other fines may be collected herein. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do so from enforcing in his own name any such restrictions.

(g) To manage and control as trustee for its members all improvements, including storm water improvements, located upon common areas in the District, provided that such management and control of said improvements shall at all times be subject to that had and exercised by the City, County, and State, or any one of them in which the land within the District is located.

(h) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the District neat in appearance and in good order.

(i) To exercise control over such easements as it may acquire from time to time.

(j) To levy and collect the assessments which are provided for in this Declaration.

(2) The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem it necessary or desirable, to-wit:

(a) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(b) To provide such lights as the Association may deem advisable on gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(c) To provide for the cleaning of streets, gutters, catch basins and sidewalks and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(d) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(e) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(f) To contract for the services of consultants, managers, accountants and attorneys.

SECTION 9. METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, each Lot within the District, owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence, shall be subject to an annual general fund assessment which may be levied by the Association from year to year, which

assessment shall be paid to the Association annually or at such other times as the Association may determine in advance. Anything to the contrary herein notwithstanding, the Developer, in its sole discretion, shall fix the amount of annual assessments, for so long as Developer owns land within the District (including land added to the District). Thereafter, the Board of Directors of the Association shall from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for each Lot owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence. Assessments shall commence either upon occupancy of the home or by completed sale, whichever comes first. The assessment for the year in which the dwelling is erected shall be determined on the basis of date of the occupancy permit and will be prorated on a 365-day year basis.

(2) Subject to the right of the Developer to establish and increase or decrease assessments, the maximum annual assessment upon each Lot as aforesaid may be increased by the Board of the Association on all the Lots in the District by an amount not exceeding fifty percent (50%) of the preceding year annual assessment which the Association may levy against such Lot and collect from year to year; provided, that the preceding year annual assessment upon each Lot as aforesaid may be increased on all the Lots in the District by an amount not exceeding one hundred percent (100%) of the previous annual assessment applicable to said Lot, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, seventy-five percent (75%) of the votes of the Class A members present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefor. The Association shall be

empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the said Board deems reasonably necessary.

(3) Unless the increases provided for in paragraph (2) of this Section 7 are specifically limited by the resolutions in which they are contained to be for a specified period, they shall continue to be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of seventy-five percent (75%) of the members present in person or by proxy, or by action taken under the terms of paragraph (5) of this Section 7 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) Whenever the Board of Directors of the Association may deem it advisable to submit to the members a proposal under paragraph (2) of this Section 7 for increasing or decreasing the amount of the annual assessments, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting; such notice must be deposited in the United States mail at a post office within twenty (20) miles of Olathe, Kansas, not less than fifteen (15) days prior to the date of such special meeting.

(5) The first general assessment hereunder shall be for the calendar year beginning January 1, 2014, and shall be due and payable thirty (30) days after such assessment; future assessments shall be due and payable on January 1st of each year thereafter. Within fifteen (15) days from the levying of each assessment, the Association shall notify all Owners of assessable

Lots whose addresses are listed with the Association of the amount of such assessment. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment subsequently made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is levied subsequent to the 1st day of December which precedes such fiscal year then such assessment shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Developer shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a prorated basis for the period of time ending December 31, 2013. The Board of Directors of the Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(6) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required, unless otherwise provided herein.

(7) The Owner of each Lot subject to an annual assessment as herein provided in paragraph of this Section 9 shall by acceptance of a Deed to such Lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lot in accordance herewith and fines imposed for violations as allowed for in Section 8 (1) (f), and said Association is hereby granted the power to proceed against such Owner personally for

the collection of said assessments and fines, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

(8) The Board of Directors of the Association shall be empowered to levy and collect an initiation fee in an amount not greater than one-half of the then yearly general assessment from the first purchaser of each dwelling.

SECTION 10. LIEN ON REAL ESTATE

(1) The assessment and fines provided for herein shall become a lien on the real estate against which it can be levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay the assessment or fine within thirty (30) days from the date same is levied, then such assessment or fine, from the thirtieth (30th) day after it has been levied shall bear interest at the maximum rate of interest then allowed in Kansas on judgments.

(2) Within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, or thirty (30) days after a fine is levied, the assessments and/or fine shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of nonpayment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the property

described therein a fee of the greater of One Hundred Fifty Dollars (\$150.00) or one year's general assessment as described in Section 9(1) above, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(3) Such liens shall continue for a period of five (5) years from the date of delinquency or the maximum amount allowed by law, whichever is longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

SECTION 11. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any calendar year than the total amount of the general assessment for that particular year plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the general assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for periods up to three (3) years for utilities, trash removal and equipment and property maintenance, it being the intention that the assessments for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to

make a contract affecting the assessment of any future or subsequent year except for the purposes set forth above.

SECTION 12. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the Owners of the land within the District, insofar as their addresses are listed with the Association, of the new address.

SECTION 13. DEVELOPER ACTING FOR ASSOCIATION

Until relinquished as set forth below, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment in writing of such rights. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to the Association any or all of the rights, reservations and privileges reserved by it in this Section 11, and upon such assignment or conveyance being made, the Association shall exercise and assume such rights.

SECTION 14. TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, penalties for violation thereof and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitation of its rights to contract as are herein provided.

SECTION 15. AMENDMENT

Upon the affirmative vote of 51% of the votes of Class A members in person or by proxy at a meeting called for such purpose, and with the approval of the Class B member (so long as Class B membership exists), evidenced by a Declaration duly executed and acknowledged by such Class A and Class B members and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended. Provided, however, that the Developer retains the right to amend this Declaration, in its sole discretion, as it may relate to land added pursuant to Section 4 above.

SECTION 16. HOW TERMINATED

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the affirmative vote of ninety percent (90%) of the outstanding total votes of Class A and approval of the Class B member (so long as Class B membership exists), and shall be evidenced by an appropriate agreement or agreements

for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

SECTION 17. COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon their successors and assigns.

SECTION 18. CONTRIBUTIONS MADE BY DEVELOPER AND SUBDEVELOPERS

As conditions precedent to the development of the District, Developer, and/or Subdevelopers have been required to pay to the City of Olathe and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer, any Subdevelopers 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 and Subdevelopers, their 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 and/or Subdevelopers 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 EXCLUDE APPLICABILITY
OF THE TERMS AND CONDITIONS OF THE FOREGOING
DECLARATION TO CERTAIN REAL PROPERTY**

The Developer and Subdevelopers, as legal owner of any of the real property described herein, shall have the power at any time to waive or modify any or all of the restrictions or

covenants contained herein as to said real property remaining undeveloped or unimproved and under the ownership or control of Developer, Subdevelopers or their assigns. For purposes hereof, "unimproved" shall mean that no finished residence has been erected thereon. The Developer and Subdevelopers specifically reserve the right carry on its business in the subdivision, so long as Developer or any Subdevelopers own 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 and/or Subdevelopers.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 10 day of January, 2014.

RODROCK LAND COMPANY, INC., a corporation

"Developer"

By: 
Darol Rodrock, President

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

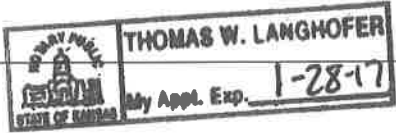
On this 10 day of JANUARY, 2014, before me, a Notary Public in and for said state, personally appeared Darol Rodrock, who stated that he is the President of **RODROCK LAND COMPANY, INC.**, a Kansas corporation, known to me to be the person who executed the within instrument on behalf of said corporation 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.


Notary Public in and for said County and State

Thomas W. Langhofer

My Commission Expires:



FAIRFIELD AT HERITAGE PARK, LLC, a limited liability company

“Subdeveloper”

By: *Darol Rodrock*
Darol Rodrock, Manager

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of JANUARY, 2014, before me, a Notary Public in and for said state, personally appeared Darol Rodrock, Manager of **FAIRFIELD AT HERITAGE PARK, LLC**, a Kansas limited liability company, and that the within instrument was signed and sealed in 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.

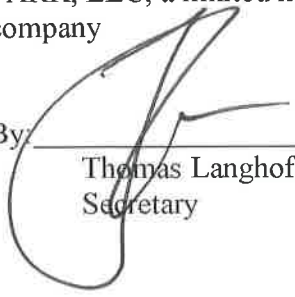
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[Signature]
Notary Public in and for said County and State
Thomas W. Langhofer

My Commission Expires: 1-28-17

FAIRFIELD AT HERITAGE PARK HOMES
ASSOCIATION

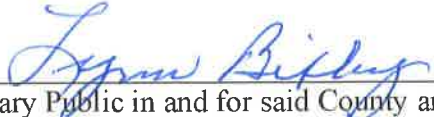
By: FAIRFIELD AT HERITAGE
PARK, LLC, a limited liability
company

By: 
Thomas Langhofer,
Secretary

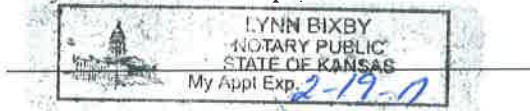
STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of JANUARY, 2014, before me, a Notary Public in and for said state, personally appeared Thomas Langhofer, Secretary of Fairfield at Heritage Park, LLC, a Kansas limited liability company, Member of **FAIRFIELD AT HERITAGE PARK HOMES ASSOCIATION**, a Kansas corporation, and that the within instrument was signed and sealed in 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.


Notary Public in and for said County and State

My Commission Expires:



CEDAR RIDGE PARTNERS, L.L.C.,
a limited liability company

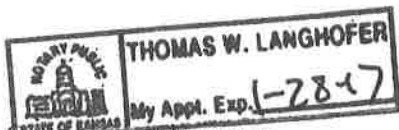
“Subdeveloper”

By: 
Darol Rodrock, Manager


STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of JANUARY 2014, before me, a Notary Public in and for said state, personally appeared Darol Rodrock, Manager of **CEDAR RIDGE PARTNERS, L.L.C.**, a Kansas limited liability company, and that the within instrument was signed and sealed in 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.



My Commission Expires:


Notary Public in and for said County and State

CEDAR RIDGE COMMUNITY ASSOCIATION
INC.

By: CEDAR RIDGE PARTNERS,
L.L.C., a limited liability company

By: _____
Thomas Langhofer,
Secretary

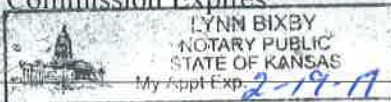
STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of January, 2014, before me, a Notary Public in and for said state, personally appeared Thomas Langhofer, Secretary of Cedar Ridge Partners, L.L.C., a Kansas limited liability company, Member of **CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**, a Kansas corporation, and that the within instrument was signed and sealed in 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.


Lynn Bixby
Notary Public in and for said County and State

My Commission Expires:



“Subdeveloper”

COFFEE CREEK PARTNERS, LLC,
a limited liability company

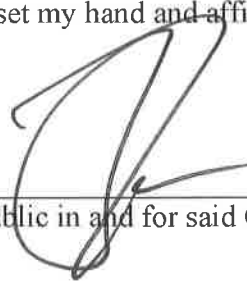
By: 
Darol Rodrock, Manager

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of JANUARY, 2014, before me, a Notary Public in and for said state, personally appeared Darol Rodrock, Manager of **COFFEE CREEK PARTNERS, LLC**, a Kansas limited liability company, and that the within instrument was signed and sealed in 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.

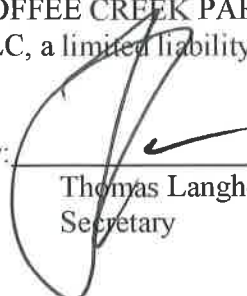
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires: 1-28-17



Notary Public in and for said County and State

COFFEE CREEK MEADOWS COMMUNITY ASSOCIATION, INC.

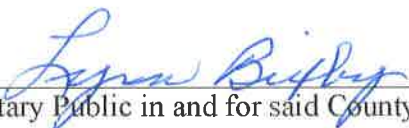
By: COFFEE CREEK PARTNERS, LLC, a limited liability company

By: 
Thomas Langhofer,
Secretary

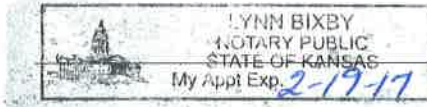
STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of January, 2014, before me, a Notary Public in and for said state, personally appeared Thomas Langhofer, Secretary of Coffee Creek Partners, LLC, a Kansas limited liability company, Member of **COFFEE CREEK MEADOWS COMMUNITY ASSOCIATION, INC.**, a Kansas corporation, and that the within instrument was signed and sealed in 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.


Notary Public in and for said County and State

My Commission Expires:



HERITAGE MANOR PARTNERS, LLC,
a limited liability company

“Subdeveloper”

By: *Darol Rodrock*
Darol Rodrock, Manager

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of JANUARY, 2014, before me, a Notary Public in and for said state, personally appeared Darol Rodrock, Manager of **HERITAGE MANOR PARTNERS, LLC**, a Kansas limited liability company, and that the within instrument was signed and sealed in 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: 1-28-17


HERITAGE MANOR HOMES ASSOCIATION

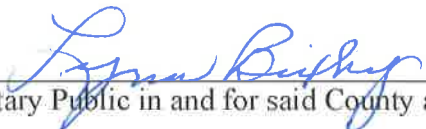
By: HERITAGE MANOR
PARTNERS, LLC
a limited liability company

By: 
Thomas Langhofer,
Secretary

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

On this 10 day of JANUARY, 2014, before me, a Notary Public in and for said state, personally appeared Thomas Langhofer, Secretary of Heritage Manor Partners, LLC, a Kansas limited liability company, Member of **HERITAGE MANOR HOMES ASSOCIATION**, a Kansas corporation, and that the within instrument was signed and sealed in 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.


Notary Public in and for said County and State

My Commission Expires:

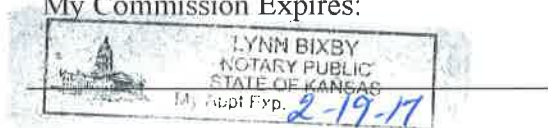


Exhibit "A"
Fairfield at Heritage Park

Lots 1 through 83, inclusive, FAIRFIELD AT HERITAGE PARK, 1ST PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Tract F, FAIRFIELD AT HERITAGE PARK, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 84 through 135, inclusive, and Tracts G, H, I, J and K, FAIRFIELD AT HERITAGE PARK, 3RD PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lot 136 and Tract L, FAIRFIELD AT HERITAGE PARK, 4TH PLAT, A Replat of All of Lot 79, FAIRFIELD AT HERITAGE PARK, 1ST PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 137 through 177, inclusive, FAIRFIELD AT HERITAGE PARK, 5TH PLAT, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

Exhibit "B"
Cedar Ridge

Lots 1 through 46, inclusive and Tracts A and B, CEDAR RIDGE PARK, 1ST PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 47 through 74, inclusive, CEDAR RIDGE PARK, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 1 through 57, inclusive and Tracts A and B, COUNTRY ESTATES OF CEDAR RIDGE PARK, FIRST PLAT, a subdivision of land in the Southwest Quarter of Section 18, Township 14, Range 24, in the City of Olathe, Johnson County, Kansas.

Lots 1 through 58, inclusive and Tracts A and B, SADDLEBROOK OF CEDAR RIDGE PARK, FIRST PLAT, a subdivision of land in the Southwest Quarter of Section 18, Township 14, Range 24, in the City of Olathe, Johnson County, Kansas.

Lots 59 through 98 and Tracts C, D and E, SADDLEBROOK OF CEDAR RIDGE PARK, SECOND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Exhibit "C"
Coffee Creek Meadows

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

Lots 50 through 90, inclusive and Tracts B, C, D, E, F, G, H, I, J, K, L, M and N, COFFEE CREEK MEADOWS, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

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

Lots 90-8A and 90-8B, COFFEE CREEK MEADOWS, 4TH PLAT, A Replat of Part of Lot 9, COFFEE CREEK MEADOWS, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 90-1A and 90-1B, COFFEE CREEK MEADOWS, 5TH PLAT, A Replat of Part of Lot 90, COFFEE CREEK MEADOWS, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 90-9A AND 90-9B, COFFEE CREEK MEADOWS, 6TH PLAT, A Replat of Part of Lot 90, COFFEE CREEK MEADOWS, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Exhibit "D"

Lots 1 through 99, inclusive and Tracts A, B and C, HERITAGE MANOR, 1ST PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 100 through 107, inclusive and Tracts D, E and F, HERITAGE MANOR, 2ND PLAT, a subdivision in the City of Olathe, Johnson County, Kansas.