

BOOK 8867 PAGE 862

Let - Chris George
211 E. Santa Fe
Stk 112
Olathe, KS 66062

38.00
34.00
72.00CK

The term "District" as used in this Declaration shall mean all of the real property described on Exhibit "A" attached hereto (referred to as "Woodland Ridge") 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

DEFINITIONS OF TERMS USED.

hereinafter specified.

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

than ordinary value to the said community; and

Developer desires to create and maintain a residential neighborhood possessing features of more WHEREAS, the Developer is now developing portions of the above-described land and

County, Kansas; and

"Declaration of Restrictions for Woodland Ridge" in the Office of the Register of Deeds of Johnson owner of the real property described on Exhibit "A" attached hereto and has filed that certain

WHEREAS, CHRIS GEORGE HOMES, INC., a Kansas corporation ("Developer"), is the

2003, by the undersigned, CHRIS GEORGE HOMES, INC., a Kansas corporation.

THIS HOMES ASSOCIATION DECLARATION, made as of the 14 day of

REBECCA L. DAVIS
REGISTER OF DEEDS

WOODLAND RIDGE

2003 APR 14 P 5:04g

HOMES ASSOCIATION DECLARATION

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD
\$38.00
\$34.00

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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 "WOODLAND RIDGE HOMES ASSOCIATION" or such similar name as may be available

SECTION 1. MEMBERSHIP IN ASSOCIATION

and all amendments thereto.

Woodland Ridge" filed in the office of the Register of Deeds, Johnson County, Kansas, aforesaid, used herein shall specifically include those contained in the "Declaration of Restrictions for corporations who may from time to time own land within the District. The term "Restrictions" as owners of land within the District. The term "Owners" as used herein shall mean those persons or the Woodland Ridge Homes Association for the use, benefit and enjoyment of the present and future on the plat, as it exists from time to time, which tracts shall be owned, managed and maintained by landscape or monumentation easement areas, whether or not a part of a particular lot or lots shown or other ornamental structures, whether or not a part of any particular lot, and shall also include the same shall be dedicated to the public. Common areas shall also include brick and stone work other landscaping areas shown on the plat as not being a part of any particular lot, whether or not all pools and related improvements and equipment, all berm areas, islands, entrance monuments, and any tract, designated as such on said plat, located within the District. Common areas shall include general populace on said plat. The term "Common Areas" as used herein shall be deemed to mean streets, and similar places the use of which is expressly dedicated to or set aside for the use of the Ridge Homes Association. The term "Public Place" as used herein shall be deemed to mean all "Restrictions" hereinafter defined. The term "Association" shall mean and refer to the Woodland more numbered lots, as platted, upon which a residence may be erected in accordance with the

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it, in addition the right to approve and power to veto set forth above.

voting requirements herein, the Class B member shall have twenty (20) votes for each lot owned by or until Developer relinquishes its Class B membership, whichever first occurs. For purposes of shall continue until Developer owns no land in the District (including lands added as set forth below) and power to veto any and all actions of the Association. Class B membership of the Developer appoint a majority of the Board of Directors of the Association and shall have the right to approve Class B. The Developer shall be a Class B member. The Developer shall have the right to one vote be cast with respect to any one Lot.

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

The Woodland Ridge Homes Association shall have two (2) classes of voting membership,

SECTION 2. VOTING RIGHTS

as hereinafter set forth.

Developer and Owners of land within the boundaries of the District as it exists from time to time, Kansas as a corporation not for profit. Membership in the Association shall be limited to the ("Association") which has been heretofore or will be incorporated under the laws of the State of

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

SECTION 4. OTHER LANDS - HOW THEY MAY BE ADDED

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

SECTION 3. LAND ENTITLED TO BENEFITS

combined, and not separate requisite percentages of each Class.

described herein shall require approval of the requisite percentage of Class A and Class B votes

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

qualification of its members and of their rights to participate in its meetings and proceedings.

(4) Except as hereinafter provided, the Association shall be the sole judge of the

in person or by proxy.

(3) At any regular or special meeting of the Association, members may cast their vote

or more swimming pools, located within a Common Area.

charge reasonable fees and determine the rules for the use of any recreational facility, including one

(2) The Association, upon approval of its Board of Directors, shall have the right to

which any assessment described herein, including interest and fees, remains unpaid.

(1) The voting rights of a Class A member shall be suspended for any period during

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 the Declaration of Restrictions as the context requires.

SECTION 5. USE OF COMMON AREAS

(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 in the Common Areas set aside for the exclusive use of the Owners in the District.

(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 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.

property and to do any other things necessary or desirable in the judgment of the officers of

(h) To mow, care for, maintain and remove rubbish from vacant and unimproved

District is located.

exercised by the City, County, and State, or anyone of them in which the land within the

management and control of said improvements shall at all times be subject to that had and

storm water improvements, located upon common areas in the District, provided that such

(g) To manage and control as trustee for its members all improvements, including

having the contractual right to do so from enforcing in his own name any such restrictions.

for herein. Nothing herein contained shall be deemed or construed to prevent any Owner

enforcement proceedings shall be paid out of the general fund of the Association as provided

whenever and whenever such rights of assignment exist. The expenses and costs of any

are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties,

declaration, contract, plats or certificate of survey in which such restrictions or reservations

serve to prevent such changes, releases or modifications as are permissible in the deeds,

violations of such restrictions; provided, however, that this right of enforcement shall not

placed thereon or as modified subsequently thereto, and impose and collect fines for

hereafter be imposed upon any of the land in such District, either in the form as originally

District, any or all building or other restrictions which may have been heretofore or may

(f) To enforce, either in its own name or in the name of any Owner within the

semipublic places or common areas within the District.

estate as may be owned by it; and to pay such taxes as may be assessed against land in the

necessary in order to carry out the purposes of the Association, and to pay taxes on such real

(e) To acquire and own the title to such real estate as may be reasonably

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 provide for the collection and disposal of rubbish and garbage, in the discretion of the Board of Directors of the Association.

(k) 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 water sewers and apartment 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.

(2) 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

occupancy permit and will be prorated on a 365-day year basis.

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

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

(1) For the purpose of providing a general fund to enable the Association to exercise the

SECTION 7. METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

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

January 1, 2003, and shall be due and payable thirty (30) days after such assessment; future

(5) The first general assessment hereunder shall be for the calendar year beginning

not less than fifteen (15) days prior to the date of such special meeting;

deposited in the United States mail at a post office within twenty (20) miles of Spring Hill, Kansas,

in the amount of the annual assessment is to be voted upon at such meeting; such notice must be

meeting, giving the time and place at which it is to be held and the fact that an increase or decrease

members at the last known address, with United States postage prepaid thereon, a notice of such

amount of the annual assessments, it shall notify the members of the Association by mailing to such

to the members a proposal under paragraph (2) of this Section 7 for increasing or decreasing the

(4) Whenever the Board of Directors of the Association may deem it advisable to submit

event the rescission shall be effective commencing on the first day of the next succeeding year.

by proxy, or by action taken under the terms of paragraph (5) of this Section 7 and in either such

purpose, by an affirmative vote of seventy-five percent (75%) of the members present in person or

continue to be effective until rescinded by the Association, at a meeting specially called for such

limited by the resolutions in which they are contained to be for a specified period, they shall

(3) Unless the increases provided for in paragraph (2) of this Section 7 are specifically

necessary.

assessments for capital improvements or repairs in such amounts as the said Board deems reasonably

affirmative vote therefor. The Association shall be empowered to levy and collect special

A members present in person or by proxy at such meeting may authorize such an increase by an

for the year for which such increase is proposed, seventy-five percent (75%) of the votes of the Class

of the members specially called for that purpose, prior to the date on which the assessment is levied

percent (100%) of the previous annual assessment applicable to said Lot; provided, that at a meeting

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(7) The Owner of each Lot subject to an annual assessment as herein provided in paragraph of this Section 7 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 said Association is hereby granted the power to proceed against such Owner personally for the collection of said assessments, said right to be in addition to and not to be

(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.

(15) 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, 2003. 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.

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real estate so described in said certificate, provided that such lien shall be inferior and subordinate assessment as described in Section 7(1) above, which fee is hereby declared to be a lien upon the described therein a fee of the greater of One Hundred Fifty Dollars (\$150.00) or one year's general so filed, the Association shall be entitled to collect from the Owner or Owners of the property office of the Register of Deeds whenever any such assessments are delinquent. For each certificate thereof. The Association may at its discretion file certificates of nonpayment of assessments in the liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such payment of both principal and interest may be enforced as a lien on said real estate, in proceedings during which and for which the assessment is levied, the assessments shall become delinquent and

(2) Within thirty (30) days from the date of levying the assessment for the calendar year

allowed in Kansas on judgments.

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

(1) The assessment provided for herein shall become a lien on the real estate against

SECTION 8. LIEN ON REAL ESTATE

the then yearly general assessment from the first purchaser of each dwelling.

(8) In addition to the first annual assessment, 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 construed as a limitation upon remedies and rights of said Association otherwise herein granted.

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The Association shall notify all Owners of land in the District as it may exist from time to time (to the extent that 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

SECTION 10. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

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 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 9. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

(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.

herein and in addition to the interest and principal due thereon. estate. Such fee shall be collectable in the same manner as the original assessments provided for to the lien of any valid first mortgage now existing or which may hereafter be placed on said real

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herein provided.

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

SECTION 12. TO OBSERVE ALL LAWS

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 11. DEVELOPER ACTING FOR ASSOCIATION

Owners of the land within the District (to the extent that their addresses are listed with the Association) of the new address. 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 (to the extent that their addresses are listed with the

As conditions precedent to the development of the District, Developer has been required to pay to the City of Spring Hill and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance,

SECTION 16. CONTRIBUTIONS MADE BY DEVELOPER

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

SECTION 15. COVENANTS RUNNING WITH THE LAND

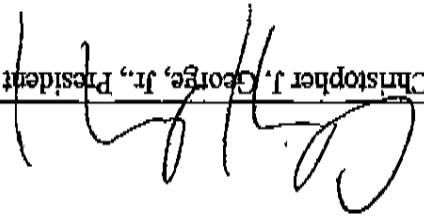
Kansas. This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the affirmative vote of ninety percent (90%) of the outstanding total votes of Class A and approval of the Class B member (so long as Class B membership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

SECTION 14. HOW TERMINATED

pursuant to Section 4 above. Upon the affirmative vote of 66 % 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

SECTION 13. AMENDMENT

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By:  Christopher J. George, Jr., President

CHRIS GEORGE HOMES, INC., a Kansas corporation

"Developer"

day of April, 2003.

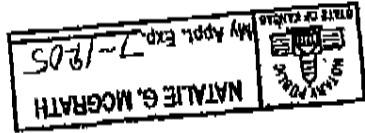
IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 14

business offices and other facilities necessary or convenient for the business of Developer. are being constructed, including, but not limited to, maintaining sales offices, model homes, business in the subdivision, so long as Developer owns land within the subdivision or new homes residence has been erected thereon. The Developer specifically reserves the right to carry on its control of Developer, or its assigns. For purposes hereof, "unimproved" shall mean that no finished herein as to said real property remaining undeveloped or unimproved and under the ownership or have the power at any time to waive or modify any or all of the restrictions or covenants contained The legal owner of all of the real property described herein, Chris George Homes, Inc., shall

OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING DECLARATION TO CERTAIN REAL PROPERTY

such refund or return. it is expressly understood that Developer shall have the sole right to make claim for and receive any illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; fees, charges and impositions to him, her or it in the event any of the same are declared invalid or agents, officers, members, stockholders and assigns from any obligation to remit any part of such successors and assigns of the foregoing persons, hereby releases the Developer, its successors, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs,

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My Commission Expires: July 19, 2005

Natalie G. McGrath
Notary Public

and year last above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day

act and deed of said corporation
 behalf of said corporation, and such person duly acknowledged the execution of the same to be the
 to me to be the same person who executed, as officer of such corporation, the within instrument on
 Jr., President of CHRIS GEORGE HOMES, INC., a Kansas corporation, who is personally known
 undersigned, a Notary Public in and for the county and state aforesaid, came Christopher J. George,
 BE IT REMEMBERED, that on this 11th day of April, 2003, before me the

STATE OF KANSAS, JOHNSON COUNTY, SS:

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Lots 1 through 56, inclusive, WOODLAND RIDGE, a subdivision in the City of Spring Hill, Johnson County, Kansas, according to the recorded plat thereof.

Legal Description

EXHIBIT "A"

REBECCA L. DAVIS
REGISTER OF DEEDS

2003 AUG 19 P 2:07

BOOK 9402 PAGE 1

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

820.00
5/16/03

ENV - ON
012 - Back

36.00 ct
16.00
20.00

1. All persons or corporations who now own or shall hereinafter acquire any interest in any of said Lots 1 through 56 inclusive, WOODLAND RIDGE, a subdivision in the City of Spring Hill, Johnson County, Kansas, shall be taken to agree and covenant with the owners of lots shown on said plats and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof, and the construction of residences and improvements thereon for a period of twenty (20) years from April 1, 2003, provided however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Developer for itself and for its successors and assigns, and for its covenant, restriction and declaration contained in the Declaration of Restrictions for Woodland Ridge recorded as Instrument No. 3606714 in Book 8867 at Page 879 in the office of the Register of Deeds of Johnson County, Kansas, are hereby released and superseded in their entirety by this Amended Declaration of Restrictions for Woodland Ridge, and that, subject to the exceptions hereinafter provided, Lots 1 through 56, inclusive, WOODLAND RIDGE, a subdivision in the City of Spring Hill, Johnson County, Kansas, the same as are shown on the recorded plats thereof on file and of record in the Office of the Register of Deeds in and for Johnson County, Kansas, shall be and are restricted hereby as to their use in the manner hereinafter set forth:

WHEREAS, Developer now desires to place amended restrictions upon said lots for the use and benefit of its grantees;

WHEREAS, Developer has previously placed restrictions upon said lots by recording that certain Declaration of Restrictions for Woodland Ridge filed as Instrument No. 3606714 in Book 8867 at Page 879 in the office of the Register of Deeds of Johnson County, Kansas; and

WHEREAS, CHRIS GEORGE HOMES, INC., a Kansas corporation (hereinafter referred to as "Developer"), is the owner of Lots 1 through 56 inclusive, WOODLAND RIDGE, a subdivision in the City of Spring Hill, Johnson County, Kansas, the same as are shown on the recorded plats thereof on file and of record in the Office of the Register of Deeds in and for Johnson County, Kansas; and

WITNESSETH THAT:

AMENDED DECLARATION OF RESTRICTIONS FOR WOODLAND RIDGE

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2. Subject to applicable ordinances and regulations, no residence building shall be erected on any lot nearer than the building line as shown on the recorded plats of said subdivision, nor nearer than seven (7) feet to any side line, except that on corner lots, the minimum distance shall conform to the recorded plats. Subject to applicable ordinances and regulations, those parts of the residences that may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines shown on said plats, and the distance that each may project, are as follows:

a. Window Projections: Day, bow or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the front building lines and the side building lines not to exceed two (2) feet.

b. Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grilles, trellises and other similar projections and any other projections for purely ornamental purposes, may project beyond the front building lines and the side building lines not to exceed two (2) feet.

c. Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and side building lines not to exceed two (2) feet.

d. Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed six (6) feet.

3. None of said lots may be improved, used or occupied for other than private residence purposes, and no apartment house, though intended for residence purposes, may be erected thereon; any residence erected or maintained thereon shall be designated for occupancy by a single family. No dwelling shall be converted for the use of more than one family.

4. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, garage, barn or other outbuildings erected on any lot shall, at any time, be used for a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. No outbuildings, storage sheds or buildings or detached garages, are permitted to be built, placed or used on any of said lots, except garages attached to the residence, unless approved in writing by Developer (or its designated representative) as to all aspects thereof, including size, location, materials and appearance.

11. No swimming pools or spas of any kind (including above-ground or below-ground types) shall be installed on the land herein described without the prior written consent of Developer, except

neighborhood. anything be done thereon which may be or become a nuisance to the 10. No business buildings shall be erected nor business of any nature conducted on the land herein described, nor shall

9. No fences or walls may be erected upon any of the property above-described without the prior written approval of Developer (or its designated agent) of all aspects thereof, including, without limitation, location, design, height, materials and appearance. All fences must be constructed of cedar, except that posts and horizontal structural members may be constructed of CCA treated lumber. No fence may exceed six feet (6') in height.

8. No residence may be erected on, or moved onto, the above-described property unless and until the plans, elevation, location, exterior finish materials, exterior color and grade thereof have been submitted to Developer, and by it (or its designated agent) approved in writing; nor shall any change or alteration be made in the exterior design, exterior finish materials or exterior colors of any such residence after the original construction thereof, until approval thereof has been given in writing by Developer or its designated agent. Anything in this declaration of restrictions to the contrary notwithstanding, Developer, its successors and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon the respective lot or lots, and the relation of the top of the foundation thereof to the street level.

The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors of the residence enclosed and finished for year-round occupancy, computed on outside measurements of the residence, exclusive of any areas in basements, garages, porches or attics. Developer shall have and hereby reserves the right to reduce the minimum floor area requirements set forth above for one or any number of residences; provided however, the total reduction for any one residence may not exceed ten percent (10%) of the minimum floor area for such residence.

7. The ground floor square foot area of any single-family dwelling house erected on any lot in said subdivision shall not be less than 1,100 square feet if a one story dwelling; 850 square feet if a one and one-half story dwelling; 650 square feet if a two story dwelling. Each such residence shall have an attached private garage for not less than two (2) cars nor more than three (3) cars. No residence shall have a driveway or parking area that does not enter directly into an allowed garage (i.e., no add-on parking areas).

16. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots without the prior consent, in writing, of Developer, provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board, which shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which it is erected. No temporary or homemade signs

15. All driveways must be improved with hard surface, consisting of a minimum of four inch (4") reinforced concrete, or other materials approved in writing by Developer. Gravel driveways or driveways consisting of crushed rock base with prime and seal coat will not be permitted.

14. No radio or television transmitting or receiving antennas, including satellite dishes, may be erected or maintained outside of any residence of any of said lots without the prior consent in writing of Developer; provided, however, that satellite dishes not exceeding eighteen inches (18") in diameter may be allowed by Developer or its designee, subject to approval as to location, appearance, landscaping and any other criteria which Developer or its designee deems appropriate. Should any part or all of the restrictions set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable for any reason, Developer or its designee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the lots.

13. No animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, with a limit of two (2) said animals provided they are not kept, bred or maintained for any commercial purpose. All outside dog houses and other animal shelters and runs shall be located in the back yard, shall be up against or within two feet (2') of the residence and located as near as possible to the middle of the rear wall of the residence, shall be painted the same color as the residence and shall have roofs that are compatible with the residence. No outside dog house, animal shelter or run shall be built or maintained on any lot without the prior written consent of Developer (or its designated agent) issued pursuant to a written application submitted by the lot owner.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including mechanical work on automotive or other equipment of any kind.

for any common area pool and related improvements constructed, installed or provided by Developer as a subdivision amenity.

21. Homes Association: All common areas in the subdivision shall be maintained by Developer until WOODLAND RIDGE HOMES ASSOCIATION (or such other entity as Developer may elect) is created by an instrument entitled "Homes Association Declaration" or similar document. After the formation of said Homes Association, said Homes Association shall maintain all common areas, as may be provided in any such Declaration.

20. Developer may, by appropriate agreement, assign or convey to any person or corporation all of the rights, powers, reservations, and privileges herein made, granted or reserved, and its assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this agreement.

19. An easement is hereby granted and reserved by Developer, owner of Lots 1 through 56, inclusive, WOODLAND RIDGE, unto itself and unto its successors and assigns to enter upon, plant, replace, replant, mow, clip, trim, spray, chemically treat, repair, and otherwise maintain, and to authorize any such maintenance, of any and all grass, trees, shrubs, plants and other landscaping, all monuments, and all fences installed by the undersigned Developer and its successor and assigns, over or under any areas outlined and designated on the recorded plat as "Landscape Basement" or "L/B", or "Monumentation Basement" or "M/E". All fences erected within the area of any such easement are to be uniform in style, materials and height.

18. No trailers, camper trailers, buses or any truck or vehicle larger than a 3/4 ton pickup truck may be parked on any lot unless such trailers or vehicle is parked inside the garage. Boats and/or boat trailers must be parked inside the garage. No vehicle, including pickup trucks, may be parked or placed on any lot other than in the driveway or garage.

17. Developer shall have and does hereby reserve the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights of way or easements therefor over and upon any part of said land described herein. No water from roof downspouts, basement garage drains, or surface drainage shall be placed in sewer lines and no connection of any kind shall be made to sanitary or storm sewer lines without inspection and approval by Developer, its successors or assigns.

of any kind may be displayed on any vehicle within , other than "For Sale" signs relating to the vehicle on which the sign is displayed.

23. Each of the restrictions above set forth shall continue and be binding upon Developer and upon its successors and assigns, for a period of twenty (20) years from August 1, 2003, and shall automatically be continued thereafter for successive periods of five (5) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose mailed notices to all such owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of such initial twenty (20) year period or any successive five (5) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas within two (2) years prior to the expiration of said initial twenty (20) year period or any successive five (5) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of

22. The restrictions herein set forth shall run with the land and bind Developer and its successor and assigns and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with Developer, its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots, and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their possession of, or title to, said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Developer, or the owner or owners of any other lot or lots in this addition, to enforce any of the restrictions herein set forth at the times of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

After the formation of said Homes Association, Developer shall have the right, at its option, and upon consent and acceptance of said Homes Association, to transfer and assign all of the rights or obligations of interpretation, approval and enforcement of the provisions of this Declaration of Restrictions to said Homes Association.

At such time as the Homes Association is formed, it shall have the right and authority to levy assessments against all members thereof in an amount sufficient to pay all such maintenance costs and any other proper cost or expense incurred by the Homes Association, including, without limitation, maintenance and operation expenses in connection with any subdivision pool, playground or other common area, facility or equipment, as may be provided in any such Declaration.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

For the purpose of these restrictions, the word "street" shall mean any street, road, avenue or terrace of whatever name, which is shown on said plat of .

DEFINITION OF TERMS USED

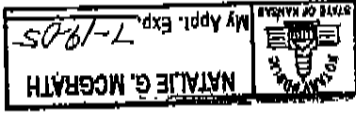
26. Invalidation of any one of the foregoing covenants, by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

25. The Developer 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, or its assigns. For purposes hereof, "unimproved" shall mean that no finished residence has been erected thereon. The Developer specifically reserves the right to 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.

24. As conditions precedent to the development of Woodland Ridge, Developer has been required to pay to the City of Spring Hill and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or any owner of a lot, by the acceptance of a deed, and each purchaser under any agreement of sale, deed of conveyance, and each purchaser under any contract for a deed of conveyance, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its 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 notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

the fee title to said lots, and with the written approval of Developer, it at that time Developer owns one or more lots or tracts. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto and accompanied by the written approval of Developer, and shall be filed with the Register of Deeds of Johnson County, Kansas.

BOOK 9402 PAGE 18



My Commission Expires: July 19, 2005

Natalie G. McGrath
Notary Public

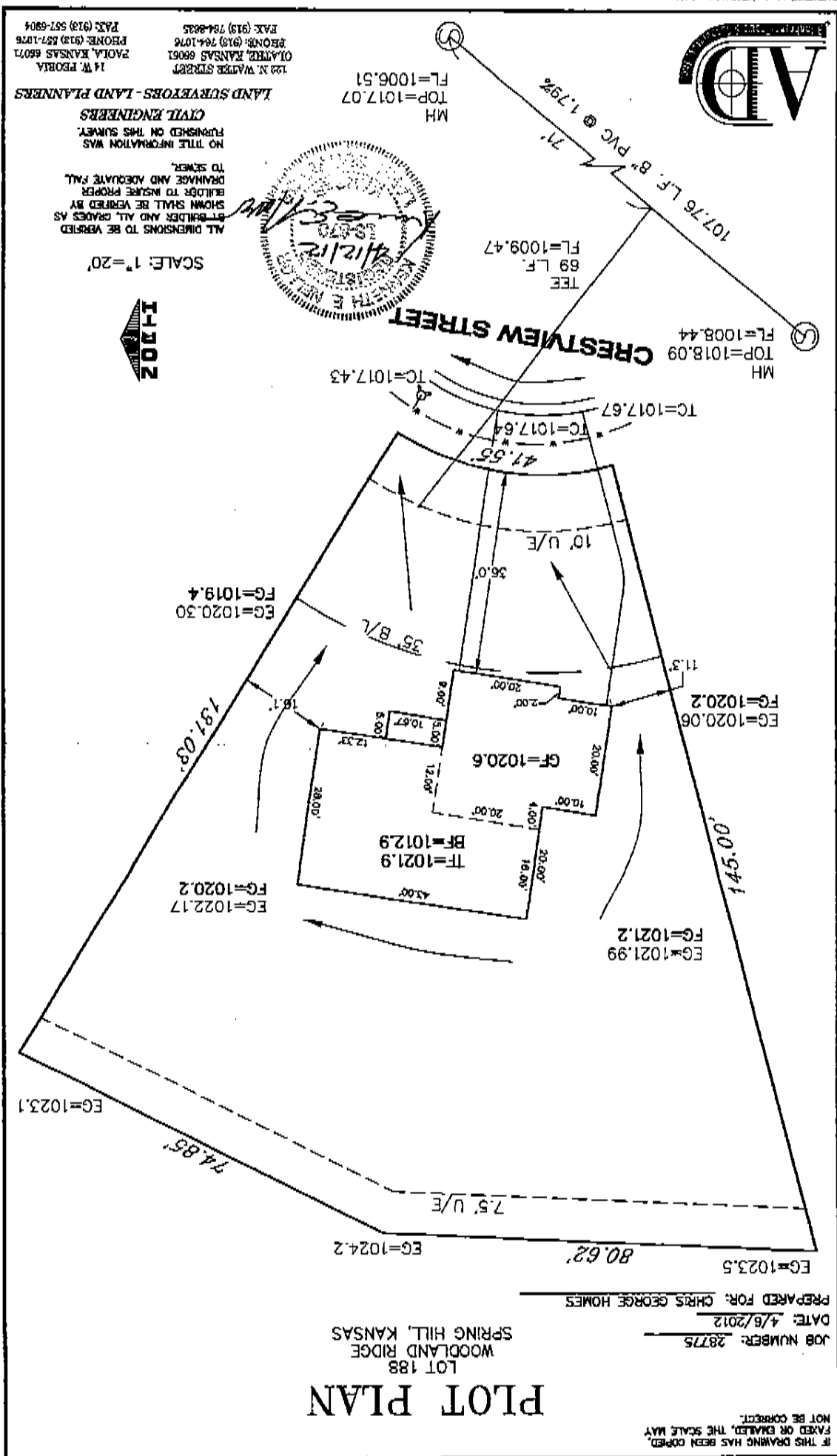
On this 19th day of August, 2003, before me, appeared Christopher J. George, Jr., to me personally known, who being by me duly sworn did say that he is the President of Chris George Homes, Inc., a Kansas corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Christopher J. George, Jr. acknowledges said instrument to be his free act and deed and the free act and deed of said corporation.

STATE OF KANSAS)
COUNTY OF JOHNSON)
ss:)

CHRIS GEORGE HOMES, INC., A KANSAS CORPORATION
By [Signature]
Christopher J. George, Jr.
President

IN WITNESS WHEREOF, Developer has executed these presents, this 19th day of August, 2003.

The word "lot" may mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from Developer or from its successors and assigns. A corner lot shall be deemed to be any such lot as platted or any tract of land upon which the lot or part thereof fronts on two streets. One said street shall be deemed to be the front street, and any other street contiguous to any such lot shall be deemed to be a side street.



122 N. WATER STREET
OLAH, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8835

14 W. PEROLA
PAOLA, KANSAS 66071
PHONE: (913) 587-1276
FAX: (913) 587-6904

CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

NO TITLE INFORMATION WAS
FURNISHED ON THIS SURVEY.
TO SEWER,
BLDG TO INSURE PROPER
DRAINAGE AND ADEQUATE FALL
SHOWN SHALL BE VERIFIED BY
ST-BUILDER AND ALL GRADES AS
ALL DIMENSIONS TO BE VERIFIED

SCALE: 1"=20'

LOT 188
WOODLAND RIDGE
SPRING HILL, KANSAS

DATE: 4/6/2012
JOB NUMBER: 28775
PREPARED FOR: CHRIS GEORGE HOMES

**IF THIS DRAWING HAS BEEN COPIED,
FAXED OR EMAILED, THE SCALE MAY
NOT BE CORRECT.**

2105D CRESTVIEW



GRAPHIC SCALE

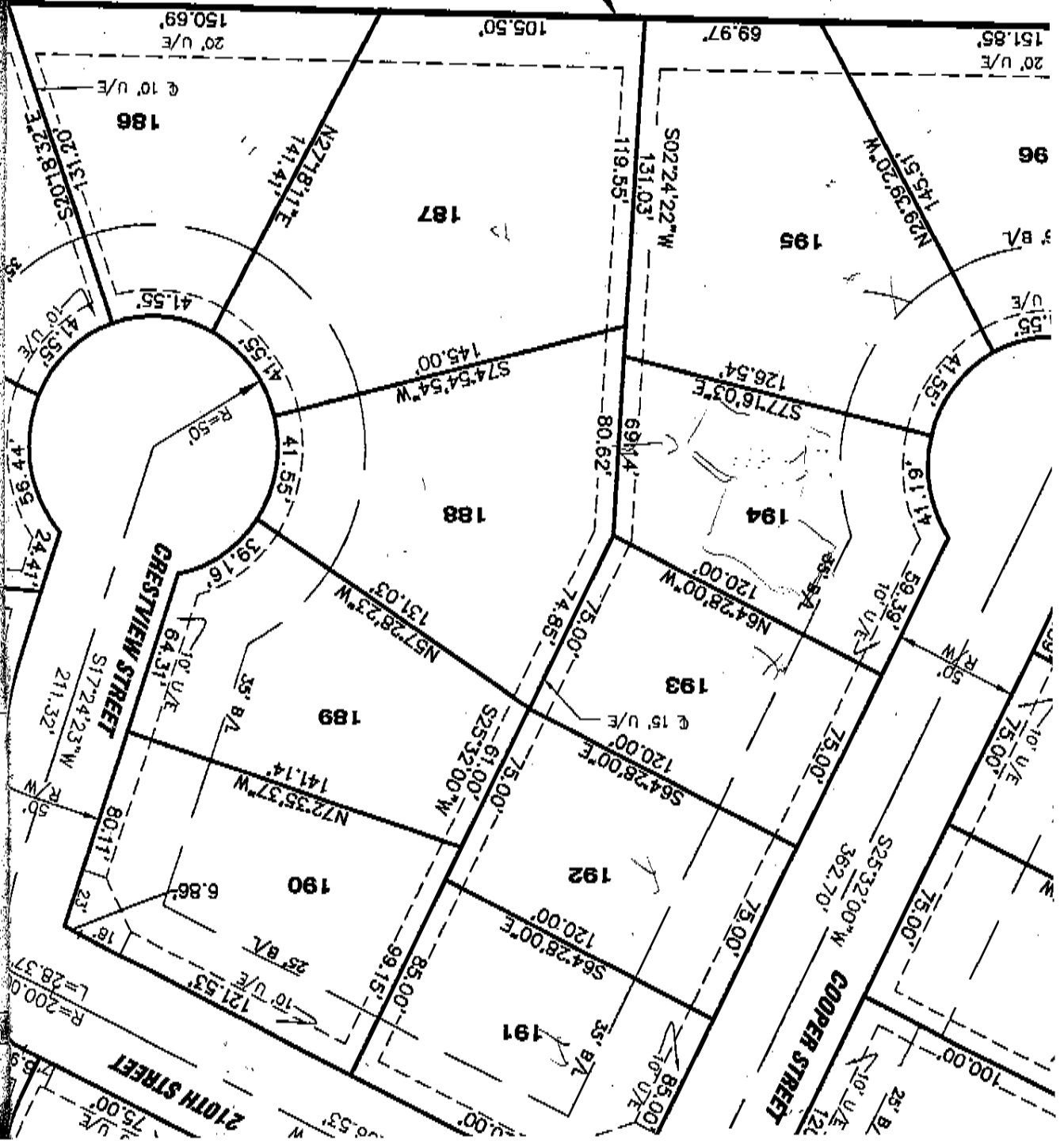
NORTH



TH
IN CONC.

S. LINE, N.W. 1/4, SEC. 13-15-23

1028.33'
589°56'29"W



Lots 1 thru 56, inclusive, WOODLAND RIDGE, a subdivision in the City of Spring Hill, Johnson County, Kansas, according to the recorded plat thereof; and

Lots 57 thru 73, inclusive, WOODLAND RIDGE II, a subdivision in the City of Spring Hill, Johnson County, Kansas, according to the recorded plat thereof;

Lots 74 thru 112, inclusive, WOODLAND RIDGE III, a subdivision in the City of Spring Hill, Johnson County, Kansas, according to the recorded plat thereof;

Lots 113 thru 157, inclusive, WOODLAND RIDGE IV, a subdivision in the City of Spring Hill, Johnson County, Kansas, according to the recorded plat thereof; and

THE LEGAL DESCRIPTION of the real property which is subject to this Amendment is:

THIS AMENDMENT, is made this 20 day of June, 2007, in accordance with paragraph 23 of that certain instrument designated "Amended Declaration of Restrictions for Woodland Ridge," filed for record in Book 9402 at Page 11, which is incorporated by reference as the Declaration of Restrictions for Woodland Ridge II by instrument recorded in Book 200411 at Page 007775, as the Declaration of Restrictions for Woodland Ridge III by instrument recorded in Book 200411 at Page 007777, as the Declaration of Restrictions for Woodland Ridge IV by instrument recorded in Book 200506 at Page 001374, and as the Declaration of Restrictions for Woodland Ridge V by instrument recorded in Book 200704 at Page 003923, all in the office of the Register of Deeds Johnson County, Kansas.

**AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR WOODLAND RIDGE, WOODLAND RIDGE II,
WOODLAND RIDGE III, WOODLAND RIDGE IV AND WOODLAND RIDGE V**

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P: 1 of 50 F: \$244.00 03:18:07 PM
120070026628
Register of Deeds
JO CO KS BK:200706 PG:007154



20070620-0007154
 06/20/2007
 P. 2 of 60
 03:18:07 PM
 120070026628
 Registrar of Deeds
 JO CO KS BK:200706 PG:007154

IN WITNESS WHEREOF, the undersigned, constituting at least seventy-five percent (75%) of the owners of the fee title to the lots affected thereby (including Developer, which hereby also indicates its approval of the foregoing amendment), have caused this Amendment to the Declaration of Restrictions for Woodland Ridge, Woodland Ridge II, Woodland Ridge III, Woodland Ridge IV, and Woodland Ridge V to be executed, thereby stating their agreement to such amendment.

2. In all other respects, the said Amended Declaration of Restrictions for Woodland Ridge, the Declaration of Restrictions for Woodland Ridge II, the Declaration of Restrictions for Woodland Ridge III, the Declaration of Restrictions for Woodland Ridge IV, and the Declaration of Restrictions for Woodland Ridge V shall remain as stated.

1. Paragraph 9 shall be amended to state as follows:

"9. No fences or walls may be erected upon any of the property above-described without the prior written approval of Developer (or its designated agent) of all aspects thereof, including, without limitation, location, design, height, materials and appearance. All fences must be constructed of either cedar (except that posts and horizontal structural members may be constructed of pressure-treated lumber) or wrought iron or aluminum with the appearance of wrought iron. No fence may exceed six feet in height."

AMENDMENTS: The said Amended Declaration of Restrictions for Woodland Ridge, the Declaration of Restrictions for Woodland Ridge II, the Declaration of Restrictions for Woodland Ridge III, the Declaration of Restrictions for Woodland Ridge IV, and the Declaration of Restrictions for Woodland Ridge V are hereby amended as follows:

Lots 158 thru 210, inclusive, WOODLAND RIDGE V, a subdivision in the City of Spring Hill, Johnson County, Kansas, according to the recorded plat thereof.