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MISSION RANCH

HOMES ASSOCIATION DECLARATION & RESTRICTIONS

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HOMES ASSOCIATION DECLARATION

MISSION RANCH, 1ST PLAT

THIS HOMES ASSOCIATION DECLARATION, made as of the 26th day of June, 2018, by the undersigned, **MISSION ROAD PARTNERS, LLC**, a limited liability company ("Developer").

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

DEFINITIONS OF TERMS USED.

The term "District" as used in this Declaration shall mean all of the real property described on Exhibit "A" attached hereto (referred to as "**MISSION RANCH**") 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 the "Restrictions" hereinafter defined. The term "Association" shall mean

and refer to the **MISSION RANCH HOMES ASSOCIATION** or such other name as may be chosen for the Association by the Developer. 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. The term "Owners" as used herein shall mean those persons or corporations who may from time to time own land within the District. The term "Restrictions" as used herein shall specifically include those contained in the "Declaration of Restrictions" of **MISSION RANCH** filed in the office of the Department of Records and Tax Administration of Johnson County, Kansas aforesaid, and all amendments thereto.

SECTION 1. 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 "**MISSION RANCH HOMES 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 2. VOTING RIGHTS

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

Class A. Each Owner of a Lot in **MISSION RANCH** 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 the 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 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, 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, or as otherwise set forth in the bylaws of the Association.

(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 3. 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 4. 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 5. 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 the Declaration of Restrictions as the context requires.

SECTION 6. 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 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 lakes, ponds, 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 lakes, 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 Common Areas which now exist or which may hereinafter be included, created or owned 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.

(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 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 as provided for 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 Board of Directors 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, at the owner's expense.

(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 of snow from 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 7. 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 assessment, 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 (including any reserves deemed necessary by the Board) 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 first 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) 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 shall be placed in the United States mail 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, 2019, 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, 2018. 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 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 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 such amount as it deems appropriate from the purchaser of each dwelling, as and when purchased. The Board of Directors shall be further empowered to establish fees for the use of mailboxes owned by or leased to the Association.

SECTION 8. LIEN ON REAL ESTATE

(1) The assessment 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 within thirty (30) days from the date same is levied, then such assessment, 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, the assessments 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 Department of Records and Tax Administration

of Johnson County, Kansas 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 7(1) above, and attorney's fees and filing fees, which fees are 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 9. 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 five (5) 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 10. 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 11. 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 12. 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 13. AMENDMENT

Upon the affirmative vote of 66% of the votes of Class A members, 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 Department of Records and Tax Administration 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. And provided, further, that the Developer and Board of Directors of the Association (after Developer relinquishes its rights hereunder) shall have the right to amend this Declaration if required to do so to comply with the law or the order of a court of competent jurisdiction, without a vote of or consent by the Members of the Association.

SECTION 14. 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 Department of Records and Tax Administration of Johnson County, Kansas.

SECTION 15. 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 16. CONTRIBUTIONS MADE BY DEVELOPER

As conditions precedent to the development of the District, Developer has been required to pay to the City of Overland Park 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, 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, 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.

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

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 and occupied. The Developer specifically reserves the right carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

*[Remainder of page left blank intentionally
Signature page to follow]*

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and date first above written.

"Developer"

MISSION ROAD PARTNERS, LLC

By: Brian Rodrock
Brian Rodrock, Manager

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 20th day of June, 2018, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Brian Rodrock, Manager of MISSION ROAD PARTNERS, LLC, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Jessica Dunn
Notary Public

My Appointment Expires: 6/15/19

JESSICA DUNN
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 6/15/19

Exhibit "A"

Lots 1 through 26, inclusive, and Tracts A, B, C, D, E and F, MISSION RANCH, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas. (To be commonly known as "Saddle Creek")

Lots 27 through 47, inclusive, MISSION RANCH, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas. (To be commonly known as "Fox Ridge")

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DECLARATION OF RESTRICTIONS

MISSION RANCH, 1ST PLAT

THIS DECLARATION OF RESTRICTIONS, made as of the 20th day of June, 2018, by the undersigned, MISSION ROAD PARTNERS, LLC, a limited liability company ("Developer").

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, grantees and assigns, hereby agrees that all of the lots, tracts and land shown described on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

1. DEFINITION OF TERMS USED:

For the purposes of these restrictions, the word "Developer" shall mean MISSION ROAD PARTNERS, LLC, a limited liability company.

The word "street" shall mean any public street, road, drive, or terrace of whatever name, as shown on said plat of the real property described on Exhibit "A" or plats of land subsequently encumbered with this Declaration.

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

The word "Lot" or "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "MISSION RANCH"). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "Association" shall mean the **MISSION RANCH HOMES ASSOCIATION**, a Kansas not-for-profit corporation, or such other name chosen by the Developer.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

2. PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land hereby restricted shall be taken to hold and agree and covenant with the owners of said lots and land, 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 time ending on December 31, 2038, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2038, and shall be automatically continued thereafter for successive periods of twenty (20) 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 upon 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 any such twenty (20) 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 office of the Department of Records and Tax Administration of Johnson County, Kansas within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of the fee title to said lots, and with the written approval of the Developer, if it at that time 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 shall be filed with the office of the Department of Records and Tax Administration of Johnson County, Kansas. And provided,

further, that the Developer and Board of Directors of the Association (after Developer relinquishes its rights hereunder) shall have the right to amend this Declaration if required to do so to comply with the law or the order of a court of competent jurisdiction, without a vote of or consent by the Members of the Association. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said lots and land and may be enforced by injunction, mandatory or otherwise; the Association may recover its reasonable attorney's fees in connection with such proceedings.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in MISSION RANCH to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

No lot in MISSION RANCH shall be used for any purpose except one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed three (3) stories in height and an attached private garage for not less than two cars.

No lot shall be in any way subdivided. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been approved by the Architectural Control Committee, hereafter defined ("ACC"). The ACC shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these

restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the ACC.

A. The ACC will be composed of the Board of Directors ("Board of Directors") of the Association, or a subcommittee designated by it. Until such time that there exists a Board of Directors of the Association, the Developer will act as the ACC. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant, however the ACC shall have the right to seek reimbursement for its expenses, including the services of an architect, in reviewing plans and specifications.

B. The ACC shall have control over completed homes in MISSION RANCH at or after the recording of this Declaration; exclusive control over approval of new homes to be constructed after the date of the filing of this Declaration shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to this Declaration of Restrictions and any homes association declaration, at which time said homes will then become subject to the ACC.

C. No building shall be located nearer than twenty-five (25) feet to the existing street lot line as shown in the recorded plat(s) of MISSION RANCH or the setback required by city ordinance, whichever is more restrictive.

D. No building shall be located nearer than five (5) feet to any interior lot line, or as required by city ordinance, whichever is more restrictive.

E. For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another lot.

F. No fencing shall be permitted upon any of the lots unless such fencing shall be wrought iron (or other metal or metallic material approved by the ACC) and built with methods and materials that harmonize with external design of buildings in MISSION RANCH; all fences and their locations must be approved in writing by the ACC. No fence shall exceed 48" in height unless specifically approved for a greater height by the ACC. The location of fences shall follow the property lines unless otherwise approved in advance by the ACC, and shall not extend forward beyond the rear house lines. All exterior decks shall be constructed of materials approved by the ACC.

G. All houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the ACC, soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

H. Each lot shall be used for only single family residential purposes; provided, however, that the Developer reserves the right to utilize one or more lots for common areas or common amenities, model homes or sales offices. The Board of Directors may establish rules and regulations for the use of a portion of a home by the owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the

home; and provided, further, that use of any lot for day care (child or adult) purposes is prohibited.

I. The above lots may be improved, used or occupied only for private residences, and no flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

J. No residence shall be more than three stories in height, except that split-level construction shall be permitted.

K. No trailer, basement, tent, shack, garage, barn or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

L. Unless expressly extended by Developer in writing, construction of a residence on a Lot shall be commenced (digging of a foundation) within three (3) months following the delivery of a deed from the Developer to the first purchaser of such Lot, and a certificate of occupancy for the completed residence issued no later than twelve (12) months thereafter. In the event such construction is not timely commenced, the Developer shall have the right (but not obligation), prior to commencement of construction, to repurchase said Lot from the owner, free and clear of all mortgages and liens, for an amount equal to 80% of the sale price of the Lot from Developer to the first purchaser. If such repurchase right is exercised by the Developer, the owner shall not be entitled to reimbursement for taxes, insurance, interest or other expenses paid or incurred by or for such owner, and all taxes shall be prorated between Developer and the owner as of the closing of the repurchase by Developer.

M. No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details. In the event of fire, windstorm, or

other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months without the commencement of repair or reconstruction, unless an extension of such time is granted in advance by the ACC.

N. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof, for a maximum of 3 animals) shall be kept or maintained on any lot. In the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the subdivision, such animal shall be removed from the subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

O. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, watercraft, tractor, truck with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot for more than twenty-four (24) hours at any one time; such vehicles shall be stored in a garage if kept on a lot for more than twenty-four (24) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot.

P. All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles, and for the purpose of cleaning the garage area, removal or replacement of items stored in the garage area and when otherwise reasonably necessary.

Q. No exterior clotheslines or poles (including flagpoles unless attached to a dwelling) may be erected or maintained on any of the lots hereby restricted.

R. No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

S. No noxious or offensive trade or activity 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. Outside trash burning shall be prohibited, except with permits on lots that have residences under construction.

T. No radio or television aerial wire, antenna, antenna tower, or energy collector, or satellite dish in excess of 36" in diameter, whether permanent or temporary, shall be maintained outside of any structure. Provided, however, that prior ACC approval shall be required for satellite dishes of 36" or less. The ACC shall have the power to specify location, screening and aesthetic requirements in connection with satellite dishes approved.

U. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.

V. No trash, ashes, or other refuse shall be thrown, dumped or placed upon any Lot or undeveloped portion of the subdivision.

W. Lawns and landscaping shall be kept in good condition as soil, climate and other natural conditions permit. Grass shall not be permitted to reach a height of six (6) inches or more

or otherwise create an unsightly appearance; noxious weeds shall be controlled and destroyed; and litter shall not be allowed to accumulate on any Lot. In the event such grass is not kept within the height limitation above, weeds are not destroyed and/or litter control maintained, the Association shall have the right to have such grass cut, destroy the offensive weeds or remove the litter, and the cost thereof shall be collected from the owner in the same manner as Association dues. Trees and shrubs shall be maintained according to good forestry practices. The owner of each Lot shall install and maintain a lawn and landscape irrigation system approved by the ACC.

X. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the ACC; no above ground or above grade swimming pools shall be permitted. No tennis courts or sports courts shall be allowed unless constructed on common areas or areas owned by the Homes Association. No trampolines will be permitted.

Y. No storage buildings shall be allowed.

Z. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.

AA. Basketball goals may be erected only with the prior written approval of the ACC. All basketball goals shall be permanently installed, free-standing on poles, and shall not be portable or attached to any residence or building. Poles, nets, hardware, backboards and braces shall be kept in good condition, and backboards shall be of a transparent or clear material. No playground structures or equipment shall be allowed on any lot without the prior written consent of the ACC; provided, however, that playground structures shall be constructed predominantly of wood or wood products.

BB. No sign of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the ACC, except that subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Developer or the Board of Directors, with the consent of the Developer (so long as Developer owns land in the subdivision). For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer.

CC. No residence or lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association.

DD. No hunting or use of firearms or archery equipment shall be permitted in the subdivision.

EE. No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the ACC.

Provided, however, that the ACC shall have the absolute discretion to approve building, construction and fencing materials that may now or hereafter exist, and which would otherwise be prohibited by these Restrictions, upon a finding that the use of such materials will not be injurious to the values of existing homes in MISSION RANCH.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in

the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. Further, Developer reserves an easement, in gross, over each lot to ensure compliance with local, state and federal environmental laws and regulations dealing with water, silt and debris containment; said easement shall continue until all lots in MISSION RANCH are fully sodded and the grounds stabilized.

4. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least: 1,600 square feet on the main floor for a ranch style residence (including a so-called reverse one and one-half story); 2,300 square feet for a two story residence with at least 1,200 square feet on the main floor; and 2,300 square feet for a one-half story residence with at least 1,200 square feet on the main floor. Finished floor area shall exclude any finished attics, garages, basements and similar habitable areas. Developer, in its absolute discretion, may allow variances from the minimum square footage requirement on a case-by-case basis.

5. Exterior walls of all residences and all appurtenances thereto shall be of stucco, , brick, stone, wood shingles, "smart" siding, batt siding, board and batt siding, wood paneling, masonite or wood lap siding, plate glass, glass blocks, wood trim, or any other materials specifically approved by the ACC. All windows and exterior doors shall be constructed of glass, wood, metal, vinyl or vinyl clad, fiberglass, or any other materials specifically approved by the ACC. No windows or exterior doors may be silver or other bright finish. Notwithstanding the foregoing provisions of this Paragraph requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the

area, as determined by the ACC in its absolute discretion, shall be acceptable upon written approval by the ACC. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires building materials not authorized above, the ACC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials. All roofing materials (including color) shall be subject to prior approval of the ACC. All composition roofing shingles shall carry a minimum thirty (30) year manufacturer warranty.

6. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the ACC shall have authorization to do so and the cost thereof may be taxed as a lien against the property.

7. The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the district and subdivision at any time, by document recorded in the Office of the Register of Deeds of Johnson County, Kansas.

8. As conditions precedent to the development of MISSION RANCH, Developer has been required to pay to the City of Overland Park 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, 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, 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.

OPTION TO WAIVE OR MODIFY
THE TERMS AND CONDITIONS OF THE FOREGOING
DECLARATION

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

*[Remainder of page left blank intentionally
Signature page to follow]*

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and date first written above.

“Developer”

MISSION ROAD PARTNERS, LLC

By: Brian Rodrock
Brian Rodrock, Manager

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 21st day of June, 2018, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Brian Rodrock, Manager of MISSION ROAD PARTNERS, LLC, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Jessica Dunn
Notary Public

My Appointment Expires:
6/18/19

JESSICA DUNN
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 6/18/19

Exhibit "A"

Lots 1 through 26, inclusive, and Tracts A, B, C, D, E and F, MISSION RANCH, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas. (To be commonly known as "Saddle Creek")

Lots 27 through 47, inclusive, MISSION RANCH, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas. (To be commonly known as "Fox Ridge")

JO CO KS	BK:201811	PG:002825
	20181113-0002825	
Electronic Recording		11/13/2018
Pages: 2	F: \$38.00	11:15 AM
Register of Deeds		T20180062645

MISSION RANCH, SECOND PLAT

FOX RIDGE OF MISSION RANCH

**DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

THIS DECLARATION, made as of the 8th day of November, 2018, by MISSION ROAD PARTNERS, LLC, a Kansas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a **Second Plat** of the subdivision known as "MISSION RANCH", which plat was recorded on May 23, 2018, in Book 201805 at Page 007946; and

WHEREAS, such plat adds the following lots to the subdivision **Fox Ridge of Mission Ranch**, to-wit:

Lots 48 through 68, inclusive, and Tract J, **MISSION RANCH, SECOND PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the undersigned desires to subject of the above property (the "Additional Lots") to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions dated June 26, 2018 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 27, 2018 at Book 201806 at Page 009863 (the "Original Declaration"); and in that certain Homes Association Declaration dated as of June 26, 2018 and filed with the Register of Deeds of Johnson County, Kansas on June 27, 2018 and recorded in Book 201806, Page 009862 (the "Original Homes Association Declaration"); and

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares:

1. That all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed as of the date first above written.

MISSION ROAD PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock,
Manager

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 8th day of November, 2018, before me, a Notary Public in and for said State, personally appeared Brian Rodrock, who stated that he is the **Manager** of **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

Sandra Jones
Notary Public

My Appointment Expires:
11-9-2020

SANDRA JONES
NOTARY PUBLIC
STATE OF KANSAS
My Commission Expires 11-9-2020

JO CO KS	BK:201912	PG:006458
	20191218-0006458	
Electronic Recording		12/18/2019
Pages: 2	F: \$38.00	10:25 AM
Register of Deeds		T20190072339

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

**MISSION RANCH SOUTH, FIRST PLAT
MISSION RANCH SOUTH, SECOND PLAT**

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (this “**Supplemental Declaration**”) is made as of the 9th day of December, 2019, by **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Restrictions dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009863 (the “**Original Declaration**”), and that certain Homes Association Declaration dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009862 (the “**Original Homes Association Declaration**”); and

WHEREAS, Developer has executed a final plat known as “**MISSION RANCH SOUTH, FIRST PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on January 31, 2019, at Book 201901, Page 006544, which plat describes and pertains to the following real property, to wit:

Lots 1 through 27, inclusive, and Tracts A, B, and C, **MISSION RANCH SOUTH, FIRST PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer has executed a final plat known as “**MISSION RANCH SOUTH, SECOND PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on January 31, 2019, at Book 201901, Page 006545, which plat describes and pertains to the following real property, to wit:

Lots 28 through 38, inclusive, and Tract D, **MISSION RANCH SOUTH, SECOND PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add the above-described real property (collectively, the "Additional Lots") to the subdivision of MISSION RANCH, and to subject all of the Additional Lots to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. All of the Additional Lots shall be, and they hereby are, subject to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration.

2. As contemplated in the Original Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Lots to all of the provisions of the Original Declaration and the Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

MISSION ROAD PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Manager

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 9th day of December, 2019, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Manager of Mission Road Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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

Bethany Peters
Notary Public

My commission expires:
8.14.2023

BETHANY PETERS
NOTARY PUBLIC
STATE OF KANSAS
MY COMMISSION EXPIRES 8/14/23

JO CO KS	BK:202010	PG:000060
	20201001-0000060	
Electronic Recording		10/1/2020
Pages: 2	F: \$38.00	8:30 AM
Register of Deeds		T20200070030

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

MISSION RANCH SOUTH, THIRD PLAT

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (this “**Supplemental Declaration**”) is made as of the 25th day of September, 2020, by **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Restrictions dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009863 (the “**Original Declaration**”), and that certain Homes Association Declaration dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009862 (the “**Original Homes Association Declaration**”); and

WHEREAS, Developer has executed a final plat known as “**MISSION RANCH SOUTH, THIRD PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on March 10, 2020, at Book 202003, Page 003087, which plat describes and pertains to the following real property, to wit:

Lots 39 through 59, inclusive, and Tracts H and I, **MISSION RANCH SOUTH, THIRD PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add the above-described real property (collectively, the “**Additional Property**”) to the subdivision of **MISSION RANCH**, and to subject all of the **Additional Property** to the covenants, conditions, restrictions, easements, and other provisions set forth in the **Original Declaration** and the **Original Homes Association Declaration**;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. All of the Additional Property shall be, and it hereby is, subject to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration.

2. As contemplated in the Original Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Property to all of the provisions of the Original Declaration and the Original Homes Association Declaration as though the Additional Property had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

MISSION ROAD PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Manager

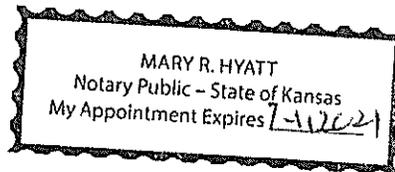
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 25 day of September, 2020, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Manager of Mission Road Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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

Mary R Hyatt
Notary Public

My commission expires:
7-11-2021



JO CO KS	BK:202010	PG:000061
	20201001-0000061	
Electronic Recording		10/1/2020
Pages: 2	F: \$38.00	8:32 AM
Register of Deeds		T20200070031

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

MISSION RANCH, THIRD PLAT (PARTIAL)

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (this “**Supplemental Declaration**”) is made as of the 25th day of September, 2020, by **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Restrictions dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009863 (the “**Original Declaration**”), and that certain Homes Association Declaration dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009862 (the “**Original Homes Association Declaration**”); and

WHEREAS, Developer has executed a final plat known as “**MISSION RANCH, THIRD PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on March 26, 2020, at Book 202003, Page 008442, which plat, in part, describes and pertains to the following real property, to wit:

Lots 106 through 135, inclusive, and Tracts N and O, **MISSION RANCH, THIRD PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add the above-described real property (collectively, the “**Additional Property**”) to the subdivision of **MISSION RANCH**, and to subject all of the **Additional Property** to the covenants, conditions, restrictions, easements, and other provisions set forth in the **Original Declaration** and the **Original Homes Association Declaration**;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. All of the Additional Property shall be, and it hereby is, subject to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration.

2. As contemplated in the Original Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Property to all of the provisions of the Original Declaration and the Original Homes Association Declaration as though the Additional Property had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

MISSION ROAD PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Manager

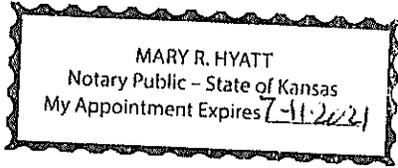
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 25 day of September, 2020, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Manager of Mission Road Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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

Mary R Hyatt
Notary Public

My commission expires:
7-11-2021



JO CO KS	BK:202010	PG:000059
	20201001-0000059	
Electronic Recording		10/1/2020
Pages: 2	F: \$38.00	8:29 AM
Register of Deeds		T20200070028

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

MISSION RANCH, THIRD PLAT (PARTIAL)

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (this “**Supplemental Declaration**”) is made as of the 25th day of September, 2020, by **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Restrictions dated January 30, 2019, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on February 1, 2019, at Book 201902, Page 000016 (the “**Original Grand Reserve Declaration**”), and that certain Homes Association Declaration dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009862 (the “**Original Homes Association Declaration**”); and

WHEREAS, Developer has executed a final plat known as “**MISSION RANCH, THIRD PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on March 26, 2020, at Book 202003, Page 008442, which plat, in part, describes and pertains to the following real property, to wit:

Lots 81 through 105, inclusive, and Tracts K, L, and M, **MISSION RANCH, THIRD PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add the above-described real property (collectively, the “**Additional Property**”) to the subdivision of **GRAND RESERVE OF MISSION RANCH**, and to subject all of the Additional Property to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Grand Reserve Declaration and the Original Homes Association Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. All of the Additional Property shall be, and it hereby is, subject to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Grand Reserve Declaration and the Original Homes Association Declaration.

2. As contemplated in the Original Grand Reserve Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Property to all of the provisions of the Original Grand Reserve Declaration and the Original Homes Association Declaration as though the Additional Property had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

MISSION ROAD PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Manager

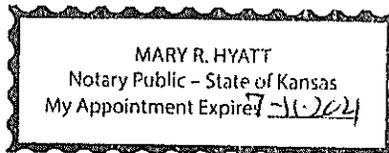
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 25 day of September, 2020, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Manager of Mission Road Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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

Mary R. Hyatt
Notary Public

My commission expires:
7-11-2021



JO CO KS	BK:202011	PG:007719
	20201117-0007719	
Electronic Recording		11/17/2020
Pages: 3	F: \$55.00	2:00 PM
Register of Deeds		T20200084529

AMENDMENT TO DECLARATION OF RESTRICTIONS

MISSION RANCH

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS (“Amendment”) is entered into and made effective as of the 10th day of November, 2020 (“Effective Date”), by **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company (“Developer”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Restrictions dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009863 (the “Original Declaration”), and that certain Homes Association Declaration dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009862 (the “Original Homes Association Declaration”); and

WHEREAS, the Original Declaration and the Original Homes Association Declaration, as supplemented by certain supplemental declarations executed by Developer for purposes of adding additional real property thereto, encumber all of the real property described on **Exhibit A** attached hereto and incorporated herein by reference, certain portions of which are currently owned by Developer; and

WHEREAS, pursuant to the terms of the Original Declaration, Developer has the power at any time to waive or modify any or all of the restrictions or covenants contained therein and to make the same applicable to all real property in the subdivision so long as Developer owns real property within the subdivision; and

WHEREAS, Developer desires to amend the Original Declaration and to make the same applicable to all real property currently in the subdivision as well as all real property that may be added and made subject to the Original Declaration from time to time after the Effective Date;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. **Defined Terms.** Except as specifically set forth herein, all capitalized terms used in this Amendment shall have the same meanings as set forth in the Original Declaration.

2. **Pools, Sports Courts, and Trampolines.** Section 2.X. of the Original Declaration is hereby deleted in its entirety and is replaced with the following:

“X. Any owner may construct on his or her Lot, for personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the ACC; no above-ground or above-grade swimming pools shall be permitted within the subdivision. No tennis courts or sports courts shall be allowed within the subdivision unless constructed on common areas or areas owned by the Homes Association. Any owner may install on his or her Lot, for personal use, one in-ground or grade-level trampoline, the design and materials of which shall be subject to the approval of the ACC; no above-ground or above-grade trampolines shall be permitted within the subdivision.”

3. **Effect on Original Declaration.** To the extent inconsistent with this Amendment, the Original Declaration is hereby amended and superseded; however, as so amended, the Original Declaration is hereby ratified and shall continue in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed by its duly authorized representative as of the date first above set forth.

MISSION ROAD PARTNERS, LLC
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Manager

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 10 day of November, 2020, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Manager of Mission Road Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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

Mary R Hyatt
Notary Public

My commission expires:
7-11-2021

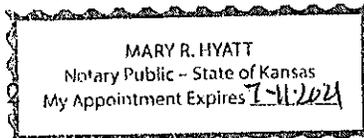


EXHIBIT A

Lots 1 through 47, inclusive, and Tracts A, B, C, D, E, and F, MISSION RANCH, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

Lots 48 through 68, inclusive, and Tract J, MISSION RANCH, SECOND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

Lots 106 through 135, inclusive, and Tracts N and O, MISSION RANCH, THIRD PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

Lots 1 through 27, inclusive, and Tracts A, B, and C, MISSION RANCH SOUTH, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

Lots 28 through 38, inclusive, and Tract D, MISSION RANCH SOUTH, SECOND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

Lots 39 through 59, inclusive, and Tracts H and I, MISSION RANCH SOUTH, THIRD PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

JO CO KS	BK:202111	PG:010599
	20211123-0010599	
Electronic Recording		11/23/2021
Pages: 2	F: \$38.00	3:48 PM
Register of Deeds		T20210090153

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION**

MISSION RANCH SOUTH, FOURTH PLAT

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (this “**Supplemental Declaration**”) is made as of the 17th day of November, 2021, by **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Restrictions dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009863, as amended by that certain Amendment to Declaration of Restrictions dated November 10, 2020, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on November 17, 2020, at Book 202011, Page 007719 (collectively, the “**Original Declaration**”), and that certain Homes Association Declaration dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009862, as amended by that certain Amendment to Homes Association Declaration dated August 2, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on August 6, 2018, at Book 201808, Page 001576 (collectively, the “**Original Homes Association Declaration**”); and

WHEREAS, Developer has executed a final plat known as “**MISSION RANCH SOUTH, FOURTH PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on April 7, 2021, at Book 202104, Page 002545, which plat describes and pertains to the following real property, to wit:

Lots 60 through 71, inclusive, and Tracts J and K, **MISSION RANCH SOUTH, FOURTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add the above-described real property (the “**Additional Property**”) to the subdivision of **MISSION RANCH**, and to subject all of the Additional Property to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. All of the Additional Property shall be, and it hereby is, subject to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration.

2. As contemplated in the Original Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Property to all of the provisions of the Original Declaration and the Original Homes Association Declaration as though the Additional Property had been originally described therein and subjected to the provisions thereof.

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

MISSION ROAD PARTNERS, LLC,
a Kansas limited liability company

By: Brian Rodrock
Brian Rodrock, Manager

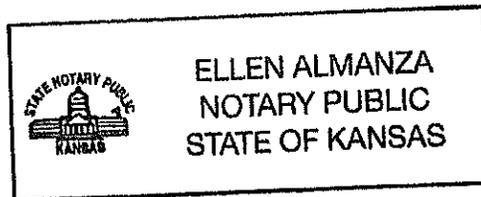
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 17th day of November, 2021, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Manager of Mission Road Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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

Ellen Almanza
Notary Public

My commission expires:
2/5/25



JO CO KS	BK:202111	PG:010615
	20211123-0010615	
Electronic Recording		11/23/2021
Pages: 5	F: \$89.00	4:00 PM
Register of Deeds		T20210090164

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND
SUPPLEMENTAL HOMES ASSOCIATION DECLARATION AND AMENDMENT**

MISSION RANCH SOUTH, FIFTH PLAT

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND SUPPLEMENTAL HOMES ASSOCIATION DECLARATION AND AMENDMENT (this “**Supplemental Declaration**”) is made as of the 17th day of November, 2021, by **MISSION ROAD PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Restrictions dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009863, as amended by that certain Amendment to Declaration of Restrictions dated November 10, 2020, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on November 17, 2020, at Book 202011, Page 007719 (collectively, the “**Original Declaration**”), and that certain Homes Association Declaration dated June 26, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 27, 2018, at Book 201806, Page 009862, as amended by that certain Amendment to Homes Association Declaration dated August 2, 2018, which was recorded in the office of the Register of Deeds of Johnson County, Kansas, on August 6, 2018, at Book 201808, Page 001576 (collectively, the “**Original Homes Association Declaration**”); and

WHEREAS, Developer has executed a final plat known as “**MISSION RANCH SOUTH, FIFTH PLAT**” and recorded the same in the office of the Register of Deeds of Johnson County, Kansas, on April 7, 2021, at Book 202104, Page 002585, which plat describes and pertains to the following real property, to wit:

Lots 72 through 107, inclusive, and Tracts L, M, N, O, and P, **MISSION RANCH SOUTH, FIFTH PLAT**, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, Developer desires to add the above-described real property (the “**Additional Property**”) to the subdivision of **MISSION RANCH**, and to subject all of the Additional Property to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration, as hereby amended;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees and declares as follows:

1. Except as specifically set forth herein, all capitalized terms used but not defined in this Supplemental Declaration shall have the same meanings as contemplated in the Original Declaration or the Original Homes Association Declaration, as applicable.

2. All of the Additional Property shall be, and it hereby is, added to the District and subjected to the covenants, conditions, restrictions, easements, and other provisions set forth in the Original Declaration and the Original Homes Association Declaration, as hereby amended.

3. As contemplated in the Original Declaration and the Original Homes Association Declaration, this Supplemental Declaration shall have the effect of subjecting all of the Additional Property to all of the provisions of the Original Declaration and the Original Homes Association Declaration as though the Additional Property had been originally described therein and subjected to the provisions thereof; provided, however, that, as to the Additional Property only, the Original Homes Association Declaration is hereby amended to add a new Section 17, which shall state and provide as follows:

“SECTION 17. SUBDISTRICT.

A separate subdistrict (“**Subdistrict**”) known as “**Mission Ranch Villas**” is hereby established within the District, and the Additional Property is hereby added to such Subdistrict and made subject to all of the additional rights, restrictions, and requirements thereof. As hereinafter used, the term “**Subdistrict**” shall mean and refer to the Additional Property, together with any other real property in the District that may be included in the Subdistrict known as “**Mission Ranch Villas**” or that may be added thereto from time to time in accordance with this Declaration.

(1) Developer believes it is in the best interests of the Subdistrict within which the Additional Property lies, and of each Owner of each Lot lying within the Additional Property, that the Owners of Lots within the Subdistrict assume responsibility for providing the following services for all of the Lots within the Subdistrict, and that such services be coordinated by and through the Board of Directors of the Association or a committee thereof representing the Owners of Lots within the Subdistrict (“**Subdistrict Committee**”):

(a) Mowing, trimming, edging, fertilizing, and reseeded of grass areas and trimming of trees and bushes; provided, however, that such service shall not include the care of any fenced-in patios or other inaccessible areas; and

(b) Removal of snow from all driveways, front yard sidewalks and walkways, and front porches (but not back patios or decks) within a reasonable period of time after a snowfall accumulation in excess of two (2) inches; provided, however, that such service shall not include the treatment or removal of ice.

Accordingly, and in furtherance of this intent, Developer obligates the Owners of all Lots within the Subdistrict, by and through the Board of Directors or the Subdistrict Committee, as applicable, to provide the aforementioned services for the Subdistrict, as

provided herein. Notwithstanding anything contained herein to the contrary, each Owner of any Lot within the Subdistrict shall be obligated, at its sole cost and expense, to install, operate, maintain, repair, and replace, as needed from time to time, all irrigation systems and equipment on the Owner's respective Lot(s) as may be necessary or appropriate for the proper care and treatment of the turf, trees, flora, and landscaping thereon; provided, however, that if any Owner fails to satisfy such obligations with respect to its respective Lot(s), then the Board of Directors or the Subdistrict Committee, as applicable, shall have the right and authority to perform such obligations for and on behalf of such Owners and to submit invoices to and receive payment from such Owners for all costs and expenses reasonably incurred in connection therewith.

(2) Perpetual easements are hereby granted by Developer, for the benefit of the Owners of Lots within the Subdistrict, to the Board of Directors or the Subdistrict Committee, as applicable, and to its agents, employees, successors, and assigns, over, across, upon, and under the Additional Property and all other real property within the Subdistrict, as and to the extent needed to permit the performance of such work and services as are described herein, as well as any other work or services that may be deemed necessary or desirable by the Board of Directors or the Subdistrict Committee, as applicable.

(3) All other services, repairs, maintenance, restoration, and replacements required with respect to the Lots within the Subdistrict, and all improvements and appurtenances thereunto belonging, shall be the sole responsibility of the respective Owners of such Lots.

(4) Any expenses incurred in performing the work and services to be provided by the Board of Directors or the Subdistrict Committee, as applicable, with respect to the Lots within the Subdistrict, as described herein, shall be divided and assessed equally among only those Lots that are included within the Subdistrict from time to time.

(5) Each year, the Board of Directors or the Subdistrict Committee, as applicable, shall prepare a proposed budget for the expenses necessary to perform the work and services described herein, as well as any other work or services deemed necessary or desirable by the Board of Directors or the Subdistrict Committee, as applicable.

The budget proposed by the Board of Directors or the Subdistrict Committee, as applicable, shall be submitted to the Association on or before the date established by the Association for consideration of such budgets, and shall be reviewed by the Association for the purpose of determining whether it contemplates a level of service and maintenance deemed by the Association to be at least adequate to meet the community-wide standard, as it exists from time to time. If the Association determines that such standard is met by the proposed budget, then the Association shall approve such budget and, following any further approvals required under this Declaration, the expenses described therein shall be assessed against the Owners of the Lots within the Subdistrict.

Any budget submitted by the Board of Directors or the Subdistrict Committee, as applicable, may contemplate a higher level of service and maintenance than that specified by the community-wide standard and may contain proposed contracts with recommended

contractors for the performance of those services. The Association shall approve any budget proposed so long as the Association determines that such budget meets or contemplates a level of service and maintenance at least equal to the community-wide standard. The Association may execute any contract proposed with any contractor so long as the Association determines that the proposed contract:

(a) contemplates a level of service and maintenance equal to or greater than the community-wide standard;

(b) requires the contractor to have liability insurance equal to or greater than the amount required of a contractor that would otherwise perform the work for the Association if the Board of Directors or the Subdistrict Committee, as applicable, had not submitted the proposed contract; and

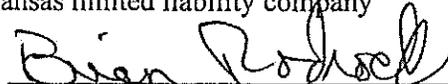
(c) otherwise conforms to the Association's general requirements for terms and conditions in the Association's contracts with other contractors.

In any year during which the Board of Directors or the Subdistrict Committee, as applicable, fails to timely submit its proposed budget, the Association shall prepare the budget for the Subdistrict, shall approve the expenses described therein, and shall assess such expenses against the Owners of the Lots within the Subdistrict, subject to the provisions of this Declaration."

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed by its duly authorized representative as of the date first above set forth.

MISSION ROAD PARTNERS, LLC,
a Kansas limited liability company

By: _____

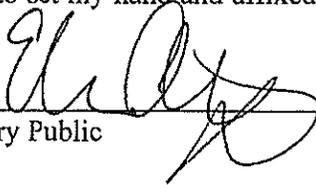


Brian Rodrock, Manager

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 17th day of November, 2021, before me, a Notary Public in and for said State and County, personally appeared Brian Rodrock, who stated that he is the Manager of Mission Road Partners, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed for the purposes stated therein.

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



Notary Public

My commission expires:
2/5/25

