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STATE OF KANSAS } SS
COUNTY OF JOHNSON }
FILED FOR RECORD
2001 JUN 14 P 4:26 9

REBECCA L. DAVIS
REGISTER OF DEEDS

MAPLE RIDGE OF WEDGEWOOD

**FIRST AMENDED DECLARATION OF RESTRICTIONS
AND HOME OWNERS' ASSOCIATION DECLARATION**

THIS FIRST AMENDED DECLARATION, made as of the 4th day of June, 2001, by the Declarant, WEDGEWOOD PARK PARTNERS, a Kansas General Partnership,

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "MAPLE RIDGE OF WEDGEWOOD" which plat was recorded on June 24, 1998 in Book 104 of Plats at Page 46; and

WHEREAS, such plat adds the following lots to the subdivision Wedgewood, to-wit:

Lots 1 through 54, inclusive, MAPLE RIDGE OF WEDGEWOOD,
a subdivision in the City of Shawnee, Johnson County, Kansas,
according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the foregoing lots ("Additional Lots") desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions, dated as of May 11, 1995 (the "Original Declaration"), executed Declarant and filed with the Register of Deeds of Johnson County on May 12, 1995 and recorded in Volume 4582 at Page 976, and in that certain Homes Association Declaration dated as of May 11, 1995 (the "Original Homes Association Declaration"), executed by Declarant and filed with the Register of Deeds of Johnson County, Kansas on May 12, 1995 and recorded in Volume 4583, at Page 1.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares 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. Provided, however, that the Original Declaration is hereby amended as to the Additional Lots as follows:

Paragraph 3 (F) is hereby amended to read as follows:

F. No fencing shall be permitted upon any of the lots unless such fencing shall be wooden or wrought iron and built with methods and materials which harmonize with external design of buildings in Wedgewood; all such fences must be approved

in writing by the Architectural Control Committee. No fence shall exceed 48" in height unless specifically approved for a greater height by the Architectural Control Committee. All exterior wooden decks and porches shall be constructed of cedar wood and must be approved by the Architectural Control Committee. No animal pens or runs shall be permitted without Developer approval.

Paragraph 4 is hereby amended to read as follows:

4. All single story residences and reverse one and one-half story residences shall have a total finished ground floor area of not less than 1600 square feet; all two story residences shall have a finished ground floor area of not less than 900 square feet and a total finished floor area of 1800 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1400 square feet and a total finished floor area of 1700 square feet. The Developer reserves the right to approve in writing variances up to 10% from the foregoing minimum square footages on a case-by-case basis.

In calculating the foregoing minimum square footage requirements, basements, porches, decks and garages shall not be considered.

Paragraph 5 is hereby amended to read as follows:

5. All residences shall have wood windows, wood clad windows or vinyl windows. All roofing materials (including color) shall be subject to prior approval of the ACC. All composition roofing shingles shall carry a minimum forty (40) year manufacturer warranty.

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

WEDGEWOOD PARK PARTNERS,
a Kansas General Partnership

By: Rodrock Homes, Inc., a
corporation, Managing Partner

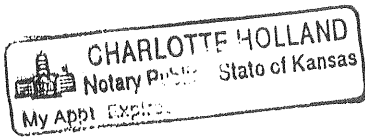
BOOK 7095 PAGE 878

By: Darol Rodrock
Darol Rodrock, President

*

such person duly acknowledged the execution of the same to be the act and deed of said corporation and partnership.

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



Charlotte Holland

Notary Public

My Appointment Expires:

3-14-02

JR1298/WEDGE/MAPLE/12445

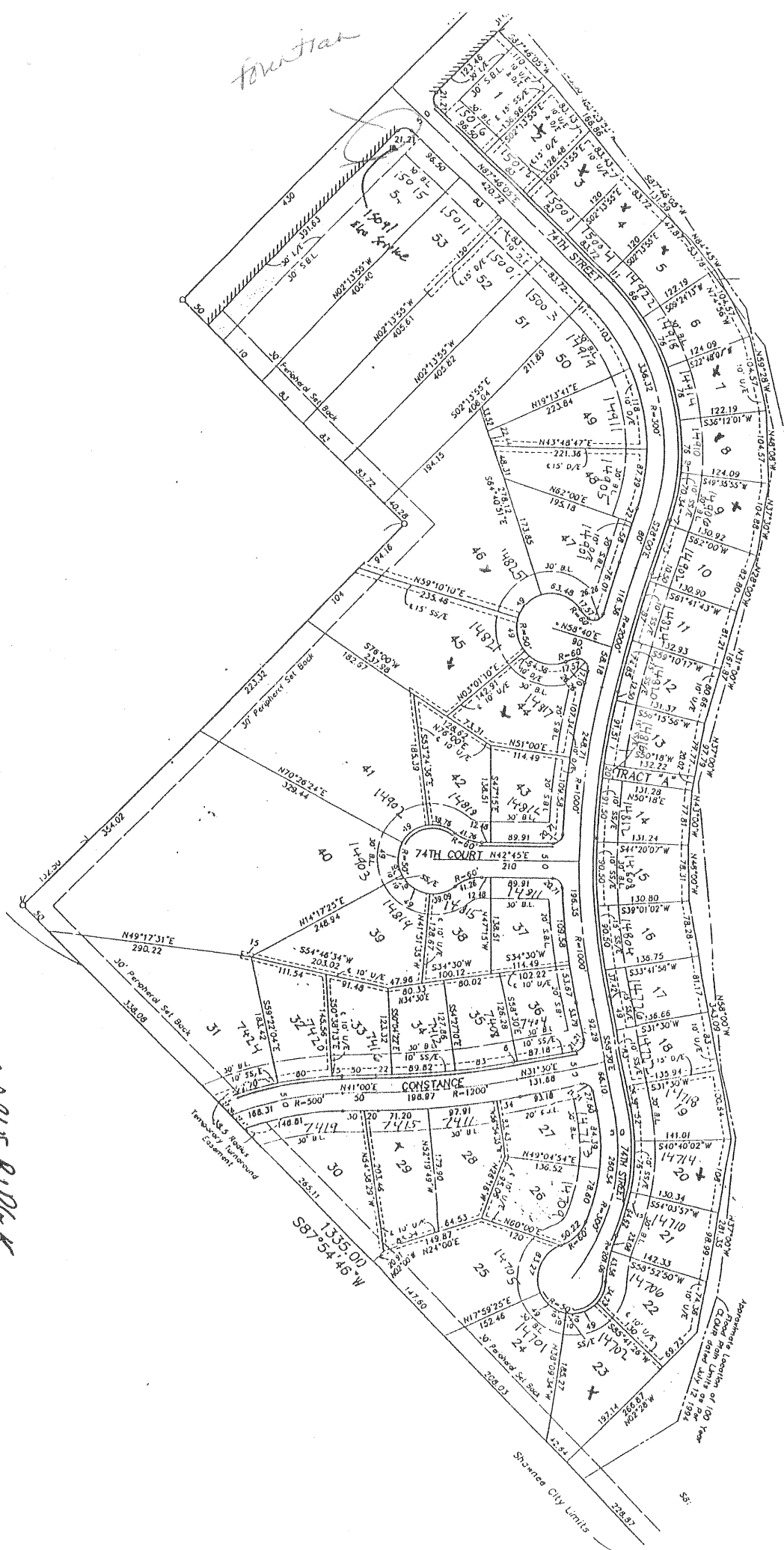
STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 4th day of June, 2001, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol Rodrock, President of Rodrock Homes, Inc., Managing Partner of WEDGEWOOD PARK PARTNERS, a general partnership, who is personally known to me to be the same person who executed, as such officer of Managing Partner, the within instrument on behalf of said partnership and corporation, and

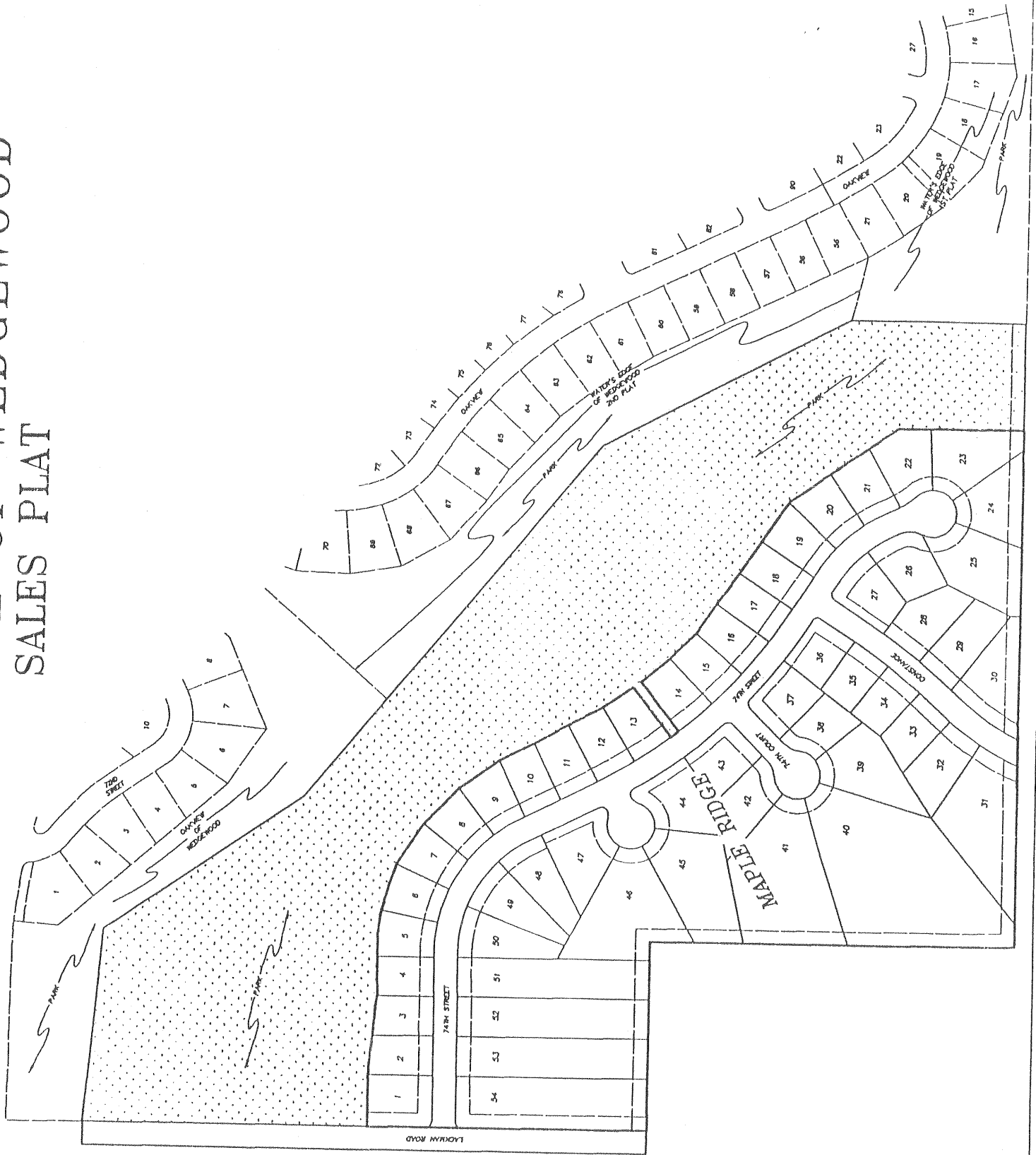
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MAPLE RIDGE



MAPLE RIDGE OF WEDGEWOOD SALES PLAT



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STATE OF KANSAS
COUNTY OF JOHNSON
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2001 JUN 14 P 4:26
REBECCA L. DAVIS
REGISTER OF DEEDS

MAPLE RIDGE OF WEDGEWOOD

**FIRST AMENDED DECLARATION OF RESTRICTIONS
AND HOME OWNERS' ASSOCIATION DECLARATION**

THIS FIRST AMENDED DECLARATION, made as of the 4th day of June, 2001, by the Declarant, WEDGEWOOD PARK PARTNERS, a Kansas General Partnership,

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "MAPLE RIDGE OF WEDGEWOOD" which plat was recorded on June 24, 1998 in Book 104 of Plats at Page 46; and

WHEREAS, such plat adds the following lots to the subdivision Wedgewood, to-wit:

Lots 1 through 54, inclusive, MAPLE RIDGE OF WEDGEWOOD,
a subdivision in the City of Shawnee, Johnson County, Kansas,
according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the foregoing lots ("Additional Lots") desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions, dated as of May 11, 1995 (the "Original Declaration"), executed Declarant and filed with the Register of Deeds of Johnson County on May 12, 1995 and recorded in Volume 4582 at Page 976, and in that certain Homes Association Declaration dated as of May 11, 1995 (the "Original Homes Association Declaration"), executed by Declarant and filed with the Register of Deeds of Johnson County, Kansas on May 12, 1995 and recorded in Volume 4583, at Page 1.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares 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. Provided, however, that the Original Declaration is hereby amended as to the Additional Lots as follows:

Paragraph 3 (F) is hereby amended to read as follows:

F. No fencing shall be permitted upon any of the lots unless such fencing shall be wooden or wrought iron and built with methods and materials which harmonize with external design of buildings in Wedgewood; all such fences must be approved

in writing by the Architectural Control Committee. No fence shall exceed 48" in height unless specifically approved for a greater height by the Architectural Control Committee. All exterior wooden decks and porches shall be constructed of cedar wood and must be approved by the Architectural Control Committee. No animal pens or runs shall be permitted without Developer approval.

Paragraph 4 is hereby amended to read as follows:

4. All single story residences and reverse one and one-half story residences shall have a total finished ground floor area of not less than 1600 square feet; all two story residences shall have a finished ground floor area of not less than 900 square feet and a total finished floor area of 1800 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1400 square feet and a total finished floor area of 1700 square feet. The Developer reserves the right to approve in writing variances up to 10% from the foregoing minimum square footages on a case-by-case basis.

In calculating the foregoing minimum square footage requirements, basements, porches, decks and garages shall not be considered.

Paragraph 5 is hereby amended to read as follows:

5. All residences shall have wood windows, wood clad windows or vinyl windows. All roofing materials (including color) shall be subject to prior approval of the ACC. All composition roofing shingles shall carry a minimum forty (40) year manufacturer warranty.

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

WEDGEWOOD PARK PARTNERS,
a Kansas General Partnership

By: Rodrock Homes, Inc., a
corporation, Managing Partner

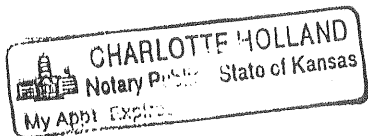
BOOK 7095 PAGE 878

By: *Darol Rodrock*
Darol Rodrock, President

*

such person duly acknowledged the execution of the same to be the act and deed of said corporation and partnership.

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



Charlotte Holland
Notary Public

My Appointment Expires:

3-14-02

JR1298/WEDGE/MAPLE/12445

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 4th day of June, 2001, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol Rodrock, President of Rodrock Homes, Inc., Managing Partner of WEDGEWOOD PARK PARTNERS, a general partnership, who is personally known to me to be the same person who executed, as such officer of Managing Partner, the within instrument on behalf of said partnership and corporation, and

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Security Land Title Company

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STATE OF KANSAS }
COUNTY OF JOHNSON } ss
FILED FOR RECORD

1999 JAN 18 P 4: 09.6

SARA F. ULLMANN
REGISTER OF DEEDSMAPLE RIDGE OF WEDGEWOODDECLARATION OF RESTRICTIONS
AND HOME OWNERS' ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 21st day of December, 1998, by the Declarant, WEDGEWOOD PARK PARTNERS, a Kansas General Partnership,

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "MAPLE RIDGE OF WEDGEWOOD" which plat was recorded on June 24, 1998 in Book 104 of Plats at Page 46; and

WHEREAS, such plat adds the following lots to the subdivision Wedgewood, to-wit:

Lots 1 through 54, inclusive, MAPLE RIDGE OF WEDGEWOOD, a subdivision in the City of Shawnee, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the foregoing lots ("Additional Lots") desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions, dated as of May 11, 1995 (the "Original Declaration"), executed Declarant and filed with the Register of Deeds of Johnson County on May 12, 1995 and recorded in Volume 4582 at Page 976, and in that certain Homes Association Declaration dated as of May 11, 1995 (the "Original Homes Association Declaration"), executed by Declarant and filed with the Register of Deeds of Johnson County, Kansas on May 12, 1995 and recorded in Volume 4583, at Page 1.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, and for its successors and assigns, and for its future grantees, hereby agrees and declares 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. Provided, however, that the Original Declaration is hereby amended as to the Additional Lots as follows:

Paragraph 3 (F) is hereby amended to read as follows:

F. No fencing shall be permitted upon any of the lots unless such fencing shall be wooden or wrought iron and built with methods and materials which harmonize with external design of buildings in Wedgewood; all such fences must be approved in writing by the Architectural Control Committee. No fence shall exceed 48" in height unless specifically approved for a greater height by the Architectural Control Committee. All exterior wooden decks and porches shall be constructed of cedar wood and must be approved by the Architectural Control Committee. No animal pens or runs shall be permitted without Developer approval.

Paragraph 4 is hereby amended to read as follows:

4. All single story residences shall have a total finished ground floor area of not less than 1800 square feet; all two story residences shall have a finished ground floor area of not less than 1400 square feet and a total finished floor area of 2200 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1400 square feet and a total finished floor area of 2000 square feet.

In calculating the foregoing minimum square footage requirements, basements, porches, decks and garages shall not be considered. Provided, however, that Developer reserves the right to approve deviations from the foregoing minimum requirements of up to 10% of the stated minimum.

Paragraph 5 is hereby amended to read as follows:

5. All residences shall have wood windows or wood clad windows; vinyl or vinyl clad windows shall be allowed only with the prior approval of the Developer (so long as the Developer owns land in the district) and thereafter by the Architectural Control Committee; the roof of every residence shall be constructed of cedar shake shingles, wood shake shingles or such other materials approved by the Developer (so long as the Developer owns land in the district) and thereafter by the Architectural Control Committee.

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

WEDGEWOOD PARK PARTNERS,
a Kansas General Partnership

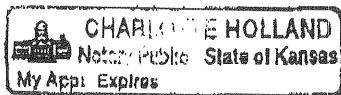
By: Rodrock Homes, Inc., a
corporation, Managing Partner

By: Carol Rodrock
Darol Rodrock, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 21st day of December, 1998, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol Rodrock, President of Rodrock Homes, Inc., Managing Partner of WEDGEWOOD PARK PARTNERS, a general partnership, who is personally known to me to be the same person who executed, as such officer of Managing Partner, the within instrument on behalf of said partnership and corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation and partnership.

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

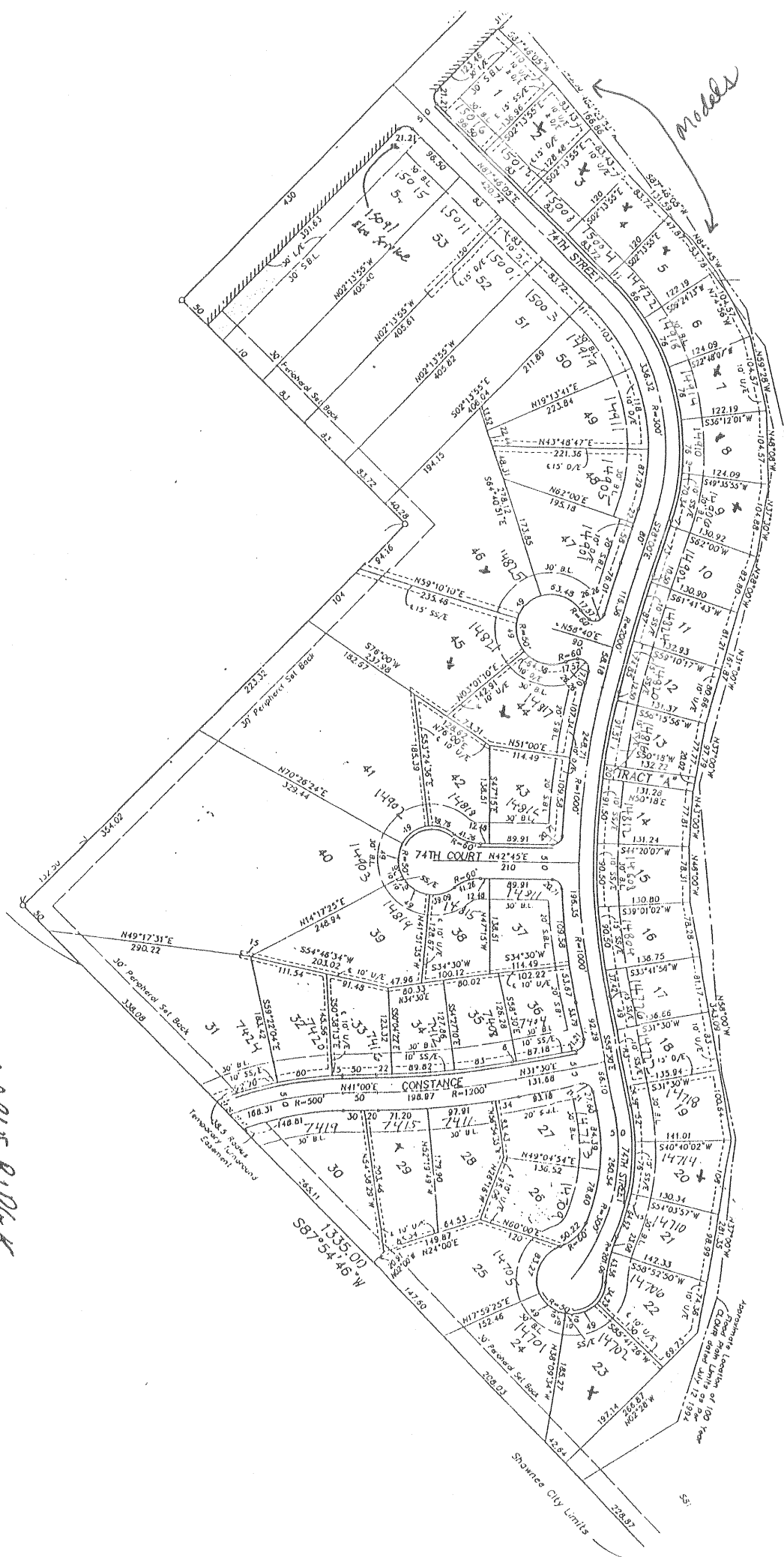


Charlotte Holland
Notary Public

My Appointment Expires:

3-14-2002

IR1298/WEDGE/MAPLE/12445



MAPLE RIDGE OF WEDGEWOOD SALES PLAT

