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Document Title: Amendment to the Amended and Restated North  
Creek Village Declaration of Covenants,  
Conditions, Restrictions and Easements.

Document Date: February 20, 2004

Grantor's Name: North Creek Partners, L.L.C.

Grantee's Name: N.A.

Grantee's Address: N.A.

Legal Description: N.A.

Reference Book and Page: Book 1008, Page 59 County of Platte

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**AMENDMENT TO THE AMENDED AND  
RESTATED NORTH CREEK VILLAGE  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

Article 8, Section 2(g), Article 9, Section 4, Article 9, Section 8, Article 9, Section 11 are hereby amended as follows (note that additions are indicated by underlining and deletions are indicated by ~~strike outs~~).

Article 8

Section 2.

g. The Association will allocate to and charge against each Unit, the Unit's prorate share of monthly costs of ~~trash and garbage collection and~~ water and sewer service. The Association will charge each Unit for the Unit's monthly usage of water and sewer service. If a Unit is receiving cable television services from any central system serving the Property, the Association will charge each Unit for the Unit's monthly usage of such services. These charges are in addition to, will be payable with, and enforced in the same manner as, monthly installments of Annual Assessments.

Article 9

Section 4.

9.4. Unsightly or Unkempt Conditions. Each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Unit. No Unit will be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Units. No noxious or offensive activity may be carried on upon any Unit, nor may anything be done on any Unit tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. Woodpiles must be located or screened so as to be concealed from the view of neighboring Units, the Private Streets, and adjacent property. No outdoor clothes dryers or lines, billboards, radio or television transmitting or receiving antennas, dishes or towers, awnings, canopies, shutters, unsightly objects or nuisances may be erected, affixed to, installed, placed or permitted on any Unit or upon any exterior wall, window, or roof of any Dwelling without the prior written consent of the Board of Directors.

9.8 ~~Animals Kept as Pets. No livestock, animals or poultry of any kind may be kept on a Unit or in a Dwelling, except not more than two dogs, cats or other common household pets. All such animals must be confined at all times within the interior of the Dwelling or on a leash under the direct supervision and control of the Owner. Owners must prevent their animals from barking or making loud or raucous noises that may disturb other Owners. The Board of Directors has the absolute power to prohibit an animal from being kept in a Dwelling.~~

9.8 Animals Kept as Pets. No livestock, animals or poultry may be kept or harbored at any time except not more than two (2) dogs, cats or other common household pets. All such pets must be confined to the Owner's property or on a leash under the direct control of the

Owner. Owner must prevent their animals from barking or making loud or raucous noises that may disturb others. The Board of Directors has the absolute power to regulate problem animals.

9.11 Planting and Gardening. No planting or gardening may be done, and no fences, hedges or walls may be erected or maintained upon the Property, except as installed by Declarant or a Builder in connection with the initial construction of Dwellings, or as approved by the Board of Directors. ~~No chain link boundary fences are allowed upon any Unit.~~ No artificial flowers, trees or other vegetation is permitted on the exterior of any residence or in the year, except for door wreaths or holiday garlands.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name and on its behalf by its members duly authorized as of the Effective Date.

NORTH CREEK PARTNERS, L.L.C.

By:

  
Roger K. Hunt, Manager/Member

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this 8<sup>th</sup> day of March, 2004, before me CLIFFORD R. COLLINS  
a Notary Public in and for said state, personally appeared Roger K. Hunt, who is a  
Member/Manager of North Creek Partners, L.L.C., a Missouri 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.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said  
County and State the day and year last above written.

  
Notary Public

CLIFFORD R. COLLINS  
(Printed Name)

My Commission Expires:

1-28-08

