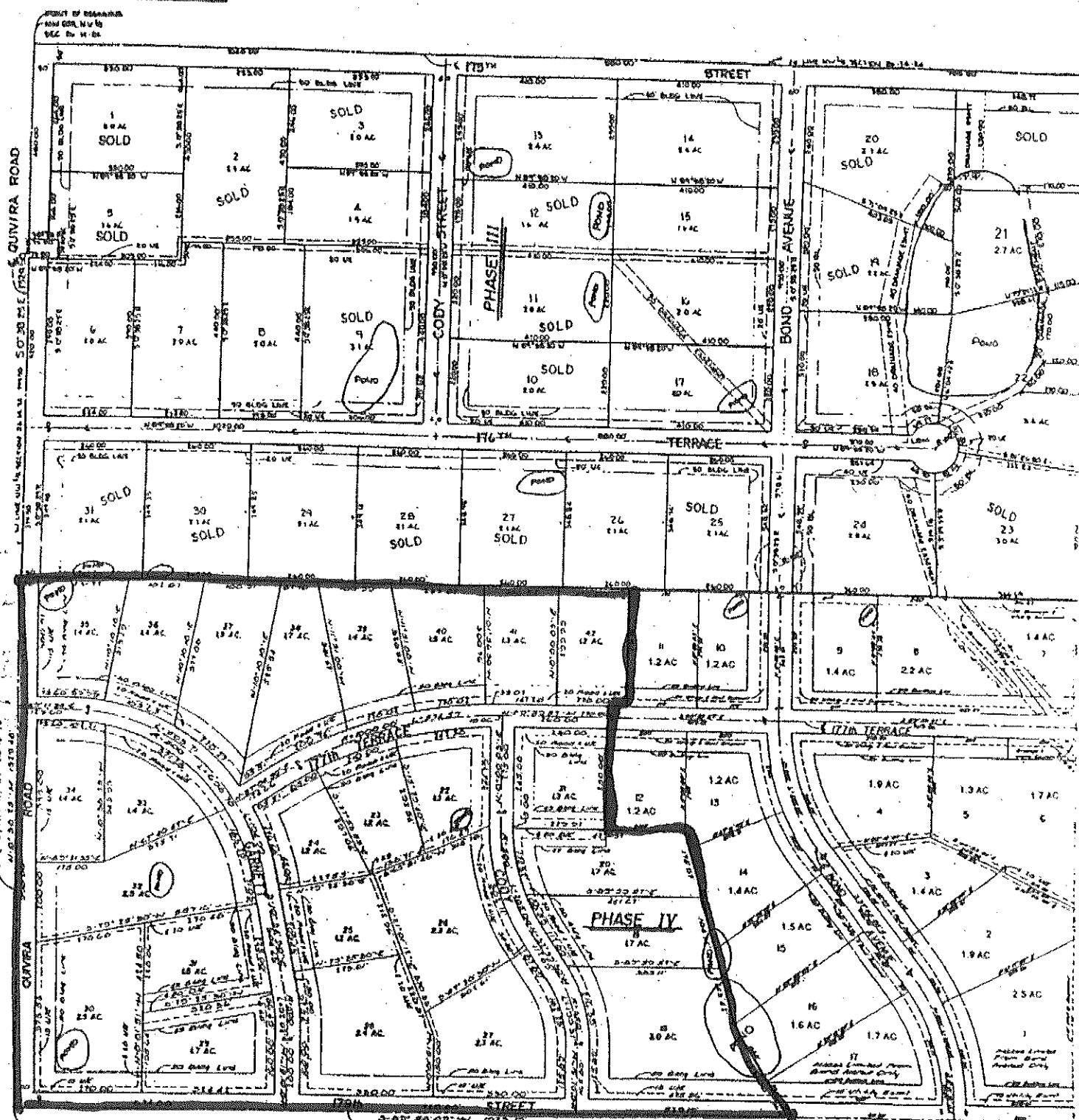


GLAD ACRES (Plat dated 12/5/83)

5 MILES TO I69 HIGHWAY



PHASE IV IS ON THE MARKET

PREPARED BY: ALLENBRAND - DREWS & ASSOCIATES: 4-1-90

★ GLAD ACRES SOUTH, 2ND PLAT  
(Plat dated 12/13/88)

GLAD ACRES SOUTH, 1ST PLAT  
(Plat dated 11/22/88)

2022557  
G.A. Scott 1st Pl  
2nd Pl  
1600  
STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

1991 MAY -8 P 4:00.0

SARA FULLMANN  
REGISTER OF DEEDS

### DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 8th day of May, 1991, by

VERYL L. THURMAN, owner in fee simple of the following described real property, to-wit:

A part of the South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (N.W. $\frac{1}{4}$ ) of Section 26, Township 14, Range 24, Johnson County, Kansas, more particularly described as follows: Beginning at the Southeast Corner of the Northwest Quarter of said Section 26, said corner being on the centerline of 179th Street as now established; thence South 89°58'09" West, along the South line of the Northwest Quarter of said Section 26, said line also being the centerline of 179th Street as now established, a distance of 731.39 feet; thence North 30°36'31" West a distance of 269.46 feet; thence North 14°58'16" West, a distance of 503.53 feet; thence North 89°59'57" West, parallel to the North line of the South Half, of the Northwest Quarter of said Section 26, a distance of 200.00 feet; thence North 00°00'03" East, a distance of 310.00 feet; thence South 89°59'57" East, parallel to the North line of the South Half of the Northwest Quarter of said Section 26, a distance of 49.22 feet; thence North 00°00'03" East, a distance of 299.99 feet to a point on the North line of the South Half of the Northwest Quarter of said Section 26, said point being on the South line of Lot 26, GLADACRES, a subdivision of land in Johnson County, Kansas, as now established; thence South 89°59'57" East, along the North line of the South Half of the Northwest Quarter of said Section 26, said line also being the South line of Lots 26, 25, 24, and 23 and their extensions of said GLADACRES, a distance of 1136.69 feet to the Northeast corner of the South Half of the Northwest Quarter of said Section 26, said corner also being the Southeast corner of Lot 23, of said GLADACRES, said corner also being the Northwest corner of Lot 10, GLADACRE MEADOWS, a subdivision of land in Johnson County, Kansas, as now established; thence South 00°33'00" East, along the East line of the Northwest Quarter of said Section 26, said line also being the west line of Lots 10, 11 and 18 and their extensions of said GLADACRE MEADOWS a distance of 1327.99 feet to the Point of Beginning containing 30.93 Acres more or less of unplatted land, except any part in Road right-of-way.

heretofore platted as GLADACRES SOUTH FIRST PLAT, said plat being recorded on the 14th day of March, 1969, as Instrument No. 1855783 in Book 72 of Plats, at Page 20, in the office of the Register of Deeds, Johnson County, Kansas; and

A part of the Northwest Quarter (N.W.¼) of Section 26, Township 14, Range 24, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the South Half of the Northwest Quarter of said Section 26; thence South 89°59'57" East, along the North line of the South Half of the Northwest Quarter (N.W.¼) of said Section 26, said line also being the South line of Lots 31, 30, 29, 28, 27 and 26, GLADACRES, a subdivision now in Johnson County, Kansas, and their extension; a distance of 1520.00 feet to the Northwest Corner of Lot 11, GLADACRES SOUTH FIRST PLAT, a subdivision now in Johnson County, Kansas; thence South 0°00'03" West, along the West line of said Lot 11, a distance of 299.99 feet to the Southwest Corner of said Lot 11; thence North 89°59'57" West, along the North right-of-way line of 177th Terrace, a distance of 49.22 feet; thence South 0°00'03" West, along the West line of Lot 12, said GLADACRES SOUTH FIRST PLAT, and its extension, a distance of 310.00 feet to the Southwest Corner of said Lot 12; thence South 89°59'57" East, along the South line of said Lot 12, a distance of 200.00 feet to the Southeast Corner of said Lot 12; thence South 14°58'16" East, along the West line of Lots 13, 14, and 15, said GLADACRES SOUTH FIRST PLAT, a distance of 503.53 feet to the Southwest Corner of said Lot 15; thence South 30°36'31" East, along the West line of Lots 16 and 17, said GLADACRES SOUTH FIRST PLAT, and their extension, a distance of 269.46 feet to a point on the South line of the Northwest Quarter of said Section 26; thence South 89°58'09" West, along the South line of the Northwest Quarter of said Section 26, said line also being the centerline of 179th Street, a distance of 1923.19 feet to the Southwest Corner of the Northwest Quarter of said Section 26; thence North 0°38'25" West along the West line of the Northwest Quarter of said Section 26, said line also being the centerline of Quivira Road, a distance of 1329.48 feet to the Point of Beginning, except any part in road right-of-way, containing 50.07 Acres, more or less of unplatted land;

heretofore platted as GLADACRES SOUTH SECOND PLAT, said plat being recorded on the 14th day of March, 1989, as Instrument No. 1855784 in Book 72 of Plats, at Page 21, in the office of the Register of Deeds, Johnson County, Kansas; containing Lots 1 through 42.

WHEREAS, the said VERYL L. THURMAN, desires to place certain restrictions on a portion of said land, to-wit:

1. None of the Lots hereby restricted may be used, improved, or occupied for other than agricultural homesite or single family residential use.
2. With the exceptions of Lots 1 and 7 as included herein, the aforesaid land is further restricted as to the required size and type of the improvements to be constructed thereon, and materials used therein. Any residence erected or constructed

on said land shall contain a minimum ground floor area, exclusive of open or screened porches, garages, utility rooms or finished basement area of 2,200 square feet for one-story and split level structures, 1,550 square feet for one and one-half story structures, and 1,300 square feet for two-story structures. Lots 1 and 7 shall require a minimum ground floor area, exclusive of open or screened porches, garages, utility rooms or finished basement area of 2,000 square feet for one story and split level structures, 1,350 square feet for one and one-half story structures, and 1,300 square feet for two story structures. The minimum width for the front of the house shall be 72 feet, including attached garages but excluding wing walls. A greater front width may be imposed by the developer or through architectural review.

3. The composition of roof construction of any residence or out-building will be wood shingles, tile, or slate. Galvanized or steel out buildings are prohibited. Construction of any residence on any lot hereby restricted shall be completed within 9 months after the commencement of excavation of the foundation.

4. Any fence, hedge or boundary wall erected, kept or maintained around any of said lots or any part thereof, shall be in keeping with the design and architecture of the residence upon such lot, and of ornamental nature. Chain link, barbed wire, chicken wire, or farm woven wire fences are prohibited. The use of light gauge wire in conjunction with a wood rail or other approved fence is not prohibited but must be approved as otherwise provided herein.

5. Wesley L. Thurman, his heirs or assignees shall have and does hereby reserve the right to locate, construct, and maintain, or authorize the location, construction or maintenance of conduits, water, sewer, gas or electric, or other utility lines, or all of any of them, over, under and along those rights-of-way or easements shown on the plat of survey heretofore mentioned and dedicated therein, and to excavate thereon for such purposes. All streets and roads shown on said plat and not heretofore dedicated to public use as thoroughfares are hereby dedicated to and for the public use, subject to the right hereby reserved to the present owner for the location, construction and maintenance of conduits, water, gas, sewer pipes, electrical wires, or other utility lines under, over and along said roadways.

6. The undersigned owner further reserves the right on behalf of itself, its successors and assigns, and on behalf of the future owners, to join in and establish a Home Association, the membership of which shall consist of all owners of all the lots within the subdivision, at such time as it may become necessary, for the common good of this subdivision or the enforcement of any of the restrictions herein contained, or for any other lawful purpose deemed necessary by such owner or owners of record.

7. No building, including outbuildings or accessory buildings, shall be erected, placed, altered or externally improved on any building site hereby restricted until the building plans, specifications, materials, and location thereof have been approved in writing by Veryl L. Thurman, or his duly appointed representative or assignee, as to conformity and harmony of external design and general quality with existing standards in the subdivision, and as to location of the building with respect to topography and finished ground elevations. Said plans must be submitted for approval at least 30 days prior to making application for building permit. No improvements, including residential homes, out buildings, barns, swimming pools, gazebos, satellite dishes, antenna of any nature, porches, or home additions, shall be commenced until such time as the plans and specifications, materials and location have been approved in writing by Veryl L. Thurman or his duly appointed representative or assignee, of which said assignee may be the architectural review committee of the duly formed Home Association.

8. No horses shall be raised, bred, or kept on any lots except for Lot 1, Lot 26, Lot 27, Lot 28, ~~Lot~~ 30 and Lot 32.

9. No vehicle, truck, trailer, bus, camper, ~~boat~~, or other apparatus, except passenger automobiles, shall be left or stored on said property, except to the rear of the house and in an area shielded from the adjoining lots and from the view of the street, and the developer reserves the right to approve or disapprove all shielding material.

10. At the time of construction of each residential structure, the owner of said lots shall expend a minimum sum of Seven Hundred Fifty Dollars (\$750.00) for landscaping that portion of the lot between the street and the front building lot of the structure. All lawns shall be fully sodded, seeded, or otherwise plugged with zoysia strips within 120 days of occupancy.

11. No residential structure which has previously been at another location shall be moved onto any lot in this subdivision.

12. All materials used in the replacement of the original roof of any residential structure must be approved in writing by the developer or by the architectural committee of the Homes Association.

13. Invalidity of any one of these covenants by judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

14. No business and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood and in addition thereto, the following rules shall apply:

A. Construction materials must be stored on site in an orderly manner; all trash must be controlled and disposed of so as to not be unsightly;

B. Concrete trucks, masonry and plastering contractors are precluded from washing out or disposing of waste in ditches or vacant lots;

C. All driveways must be constructed of either concrete or asphalt.

15. Developer assumes no responsibility of any nature whatsoever, either present or future, to maintain, clean, repair, or otherwise improve any lake, pond, or other body of water which might be contained or otherwise exist upon land affected by these restrictions, and the sole responsibility to maintain, clean, repair or improve any lake, pond, or body of water, shall be the collective responsibility of the owners of said lots upon which the aforesaid lakes, ponds, or bodies of water lay or exist either whole or in part. Owners of lots which do not contain either in whole or in part any such lake, pond, or body of water shall have no responsibility whatsoever regarding the maintenance, cleaning, repairing, or otherwise improving said lakes, ponds, or bodies of water, nor do said lot owners contain any right of access, easement or otherwise, to allow them the use and enjoyment of said water and no common interest of ownership nor access is created hereby. The ownership of the said lakes, ponds, or bodies of water shall vest solely with the owners of only those lots which contain said lakes, ponds, or bodies of water, either wholly or in part, and those owners shall assume all responsibility associated thereto and shall further bear the responsibility of entering into any agreement with other affected land owners to maintain or improve said ponds, lakes, or bodies of water.

BE IT REMEMBERED, that on this 9th day of May, 1991,  
before me the undersigned a Notary Public, in and for the County and State aforesaid,  
came Veryl L. Thurman who is personally known to me to be the same person who  
executed the within instrument.

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

Linda K. Centers  
Notary Public

My appointment expires:



This instrument filed by  
Security Land Title Company  
Accom.

2153668 ✓

ORIGINAL COMPARED WITH RECORD .

2500

3122  
1992 AUG 14 A 11:40.1

FIRST RESTATED DECLARATION OF RESTRICTIONS  
TO FOURTH PHASE OF GLADACRES SOUTH FIRST AND SECOND PLAT

THIS RESTATED DECLARATION OF RESTRICTIONS, made this 6  
day of August, 1992, by Sonya Thurman Harkins  
and E. Starr Thurman, Co-Executors and Representatives of THE ESTATE  
OF VERYL L. THURMAN, owner in fee simple of the following described  
real property heretofore platted as GLADACRES SOUTH FIRST PLAT,  
said plat being recorded on the 14th of March, 1989, as Instrument  
No. 1855783 in Book 72 of Plats, at Page 20, in the office of the  
Register of Deeds, Johnson County, Kansas, and GLADACRES SOUTH  
SECOND PLAT, said plat being recorded on the 14th of March, 1989,  
as Instrument No. 1855784 in Book 72 of Plats, at Page 21, in the  
office of the Register of Deeds, Johnson County, Kansas; all  
containing Lots 1 through 42, upon which the original Declaration  
of Restrictions were imposed and thereafter recorded on May 8,  
1991, in Volume 3347, Page 991; and

WHEREAS, the said ESTATE OF VERYL L. THURMAN (the  
"Developer") desires to restate in its entirety the aforesaid  
Declaration of Restrictions on said land, for the use and benefit  
of the present owner thereof, its successors and assigns, and all  
future owners thereof; and

WHEREAS, the Developer does hereby cancel the original  
Declaration of Restrictions as recorded on May 8, 1991, and that  
said Declaration of Restrictions is hereby substituted for in its  
entirety by this Restated Declaration;

NOW THEREFORE, in consideration of the premises, the Developer, its successors and assigns, and for the future owners of the above-described property hereby declares that the above-described property as shown on the aforesaid recorded plats and as described above shall be and the same is hereby restricted as to the use of said property in the manner hereafter set forth as amended hereto.

1. Use. None of the Lots hereby restricted may be used, improved, or occupied for other than agricultural homesite or single family residential use.

2. Minimum Square Footage. The Lots are further restricted hereby as to the required size and type of the improvements to be constructed thereon and materials used therein. Any residence erected or constructed on said Lots shall contain a minimum living area of 2,200 square feet exclusive of open or screened porches, garages, utility rooms, or finished basement area. The minimum width for the front of the house shall be 62 feet, including attached garages or breezeways to detached garages, but excluding wing walls.

3. Roofs. The composition of roof construction of any residence or outbuilding with a pitch (slope) of 3/12 or greater shall have an exterior covering of wood shingles, "shake" shingles, asphalt shingles that are specifically designed to simulate the color, texture, and overall appearance of wood shingles (GAF Corporation "Timberline," Georgia Pacific "Summit," CertainTeed

"Independence Shingle," Elk Corporation "Prestique," or approved equal), slate, or tile. Those sections of a roof, if any, with a pitch (slope) less than 3/12 shall have an exterior covering of granular-surfaced asphalt sheet ("roll") roofing material, built-up ("tar and gravel") roofing material, or elastomeric membrane roofing material. Regardless of pitch or type, all roofs shall be, or shall rapidly weather to, a color which closely approximates that of a weathered wood shingle roof - that is, ranging from light gray to dark gray.

4. Construction. Construction of any residence on any Lot hereby restricted shall be completed within nine months after the commencement of excavation of the foundation. If construction is not completed within said nine-month period, the Developer at its option may repurchase the Lot at its original sale price notwithstanding the existence of unfinished improvements. The owners of a Lot shall mow the grass thereon in order to maintain such grass at or below eight inches in height. If an owner fails to keep the grass at or below eight inches in height, the Homes Association may cause such grass to be cut, and the owner shall be responsible for the costs therefor.

5. Utilities. The Developer, its successors and assigns shall have and does hereby reserve the right to locate, construct, and maintain, or authorize the location, construction, or maintenance of conduits, water, sewer, gas, or electric, cable television, or other utility lines, or all of any of them, over,

under, and along those rights-of way or easements shown on the plat of survey heretofore mentioned and dedicated therein, and to excavate thereon for such purposes. All streets and roads shown on said plat and not heretofore dedicated to public use as thoroughfares are hereby dedicated to and for the public use, subject to the right hereby reserved to the present owner for the location, construction, and maintenance of conduits, water, gas, sewer pipes, electric wires, cable television, or other utility lines under, over, and along said roadways.

6. Homes Association. The Developer further requires, on behalf of the future owners, all Lot owners to be members of a homes association, the membership of which shall consist of all owners of all the Lots within Gladacres South Phase IV subdivision for the common good of this subdivision or the enforcement of any restrictions herein contained, or for any other lawful purpose deemed necessary by such owner or owners of record; provided, however, the Developer may, at its option, provide the annexation of Gladacres South Phase IV into the existing Gladacres Homes Association rather than form a new association. Membership in the designated homes association shall be mandatory for all owners of all Lots within the subdivision, each lot comprising one voting membership.

7. Building Approval. No building, including outbuildings or accessory buildings, shall be erected, placed, altered, or externally improved on any building site hereby restricted until the building plans, specifications, materials, and location thereof have been approved in writing by the Developer, or its duly appointed representative or assignee, as to conformity and harmony of external design and general quality with existing

standards in the subdivision, and as to location of the building with respect to topography and finished ground elevations. Said plans must be submitted for approval at least 30 days prior to making application for building permit. No improvements, including residential homes, outbuildings, barns, swimming pools, gazebos, satellite dishes, antenna of any nature, porches, or home additions, shall be commenced until such time as the plans and specifications, materials, and location have been approved in writing by the Developer or its duly appointed representative or assignee, of which said assignee may be the architectural review committee of the duly formed Home Association. Galvanized or steel outbuildings are prohibited. In addition thereto, all driveways shall be constructed of either concrete or asphalt.

8. Horses. No horses shall be raised, bred, or kept on any Lots except for Lot 1, Lot 8, Lot 18, Lot 26, Lot 27, Lot 28, Lot 30, and Lot 32. Notwithstanding the foregoing, horses may be raised, bred, or kept on any Lot or Lots if such Lot is one of two contiguous, commonly owned Lots.

9. Shielding and Storage. No vehicle, truck, trailer, bus, camper, boat, or other apparatus, except passenger automobiles, shall be left or stored on said property, except to the rear of the house and in an area shielded from the adjoining Lots and from the view of the street. The Developer or its appointed representative or successor reserves the right to approve or disapprove all shielding material. Propane tanks, if used,

must be shielded with fences or shrubs so as not to be visible from the street. Inoperable vehicles shall not be stored in excess of 30 days unless said vehicles are properly garaged. Horse trailers, boats, tractors, and recreational vehicles shall not be left outside of the garage for more than 30 days per year; provided, however, Developer may locate, keep, and store any equipment for the maintenance of this subdivision on any Lot owned by the Developer without complying with these shielding requirements.

10. Landscaping. At the time of construction of each residential structure, the owner of said Lots shall expend a minimum sum of Five Hundred Dollars (\$500) for landscaping that portion of the lot between the street and the front building lot of the structure, not including the expense of sodding, seeding, or plugging with zoysia strips. All lawns shall be fully sodded, seeded, or otherwise plugged with zoysia strips within 120 days of occupancy.

11. Fences, Hedging, or Boundary Walls. Any fence, hedging, or boundary wall erected, kept, or maintained around any of said Lots or any part thereof shall be in keeping with the design and architecture of the residence upon such lot and of ornamental nature. Chain link, barbed wire, chicken wire, or farm woven wire fences are prohibited. The use of decorative chain link or the use of light gauge wire in conjunction with a wood rail or other approved fence is not prohibited but must be approved as otherwise provided herein.

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

13. Business Regulation. No business (except as permitted by applicable code exceptions) and no noxious, unlawful, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. Other Regulations. In addition thereto, the following rules shall apply:

a) Construction materials must be stored on-site in an orderly manner, and all trash must be controlled and disposed of so as not to be unsightly;

b) Concrete trucks, masonry, and plastering contractors are precluded from washing out or disposing of waste in ditches or vacant Lots;

c) Townhomes, A-frame homes, log homes, earth homes, wind generators, and radio towers are expressly prohibited; and

d) Animals are permitted up to two adult dogs and two adult cats. Pit Bulls or dogs commonly considered as Pit Bulls or fighting animals are expressly prohibited. Nothing herein shall be construed as to preclude the maintaining of children's pets customarily kept in the

home such as white mice, gerbils, gold fish, or similar small animals.

15. Ponds. Developer assumes no responsibility of any nature whatsoever, either present or future, to maintain, clean, repair, or otherwise improve any lake, pond, or other body of water which might be contained or otherwise exist upon and be affected by these restrictions, and the sole responsibility to maintain, clean, repair, or improve any lake, pond, or body of water shall be the collective responsibility of the owners of said Lots upon which the aforesaid lakes, ponds, or bodies of water lay or exist either in whole or in part. A lake, pond, or body of water shall be considered jointly owned by the owners of all Lots on which the lake, pond, or body of water is wholly or partially situated or is adjacent. All owners of a lake that is jointly owned shall have a twenty-foot easement around said lake for the purpose of leisure or pleasure activities. Owners of Lots that do not contain either in whole or in part any such lake, pond, or body of water shall have no responsibility whatsoever regarding the maintenance, cleaning, repairing, or otherwise improving said lakes, ponds, or bodies of water, nor do said Lot owners have any right of access, easement, or otherwise to allow them the use and enjoyment of said water, and no common interest of ownership nor access is created hereby. The ownership of the said lakes, ponds, or bodies of water shall vest solely with the owners of only those Lots which contain or are adjacent to said lakes, ponds, or bodies of water, either

wholly or in part, and those owners shall assume all responsibility associated thereto, including but not limited to maintenance, cleaning, repairs, and improvements, and shall further bear the responsibility of entering into any agreement with other affected Lot owners to maintain or improve said ponds, lakes, or bodies of water.

16. Duration of Amendment. The restrictions herein and the restrictions as defined in the original Declaration of Restrictions as referred to herein, shall continue and be binding upon the Developer and its successors and assigns until June 6, 2008, and shall automatically be continued for an additional 25 years; provided, however, that these restrictions may be released or amended if the fee owners of more than 50 percent of the land area in said subdivision shall agree and record prior to June 6, 2008, an appropriately executed and acknowledged agreement releasing or amending the said restrictions. Said restrictions shall automatically terminate on June 6, 2033. The Developer, the duly authorized and designated Homes Association Board of Directors, and/or the owner or owners of any of the Lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of the restrictions herein set forth, in addition to ordinary legal actions for damages; the failure of the Developer, its successors or assigns, or of any owner or owners of any Lot or Lots in this subdivision to enforce any of the restrictions set

forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Developer may, by appropriate means made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations, and privileges herein reserved by it, and upon such assignment or conveyance being made, his assigns or grantees may, at their option, exercise transfer or assign those rights, or any one or more of them at any time or times, in the same way and manner as though directly reserved by them through this instrument.

17. Landscape Easements. Developer grants, bargains, sells, and conveys to the Gladacres Homes Association, its successor and assigns, a Landscape Easement over, along, across, and under the lands described in the attached Schedule 1 through 8, including the right and privilege at any time and from time to time to enter upon said Easement and plant, maintain, repair, replace, and remove landscaping and pave walking paths or any part thereof over, under, through, across, and upon the tracts described in the attached Schedule 1 through 8.

Developer and the successor owners of the Lots comprising part of the Landscape Easement agree not to obstruct or interfere with the maintenance of such landscaping or paved walking paths by erecting or causing or allowing to be erected any building, structure, or fences on said Easement and right-of-way. This Easement shall at all times be deemed to be and shall be a

continuing covenant running with the land and shall be binding upon the successors and assigns of the Developer.

IN WITNESS WHEREOF, I have affixed my signature this 6 day of August, 1992.

ESTATE OF VERYL L. THURMAN

Co-Executors

By: Sonja Thurman Harkins

Name: Sonja Thurman Harkins

Title: Co-Executor

By: E. Starr Thurman

Name: E. Starr Thurman

Title: Co-Executor

ACKNOWLEDGMENT

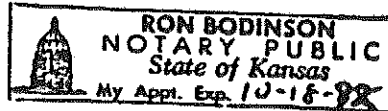
STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this 6 day of August, 1992, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sonia Thurman Harkins, who is personally known to me to be the same person who executed the within instrument.

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

Ron Bodinson  
Notary Public

My appointment expires:



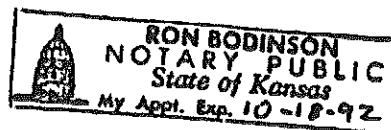
STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this 6 day of August, 1992, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came E. Starr Thurman, who is personally known to me to be the same person who executed the within instrument.

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

Ron Bodinson  
Notary Public

My appointment expires:



## SCHEDULE OF LANDSCAPE EASEMENTS

### LEGAL DESCRIPTIONS

#### No. 1 for Lot 1

All that part of Lot 1, Gladacres South 1st Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the West line of said Lot 1, said point being 100.00 feet Northerly of the Southwest corner of said Lot 1; thence Southerly along the West line of said Lot 1, a distance of 100.00 feet; thence East along the South line of said Lot 1, a distance of 100.00 feet; thence Northwesterly, a distance of 147.89 feet to the Point of Beginning.

#### No. 2 for Lot 17

All that part of Lot 17, Gladacres South 1st Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the East line of said Lot 17, said point being 100.00 feet Northerly of the Southeast corner of said Lot 17; thence Southerly along the East line of said Lot 17, a distance of 100.00 feet; thence West along the South line of said Lot 17, a distance of 100.00 feet; thence Northeasterly, a distance of 133.63 feet to the Point of Beginning.

#### No. 3 for Lot 18

All that part of Lot 18, Gladacres South 2nd Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the West line of said Lot 18, said point being 100.00 feet North of the Southwest corner of said Lot 18; thence South along the West line of said Lot 18, a distance of 100.00 feet; thence East along the South line of said Lot 18, a distance of 100.00 feet; thence Northwesterly, a distance of 141.42 feet to the Point of Beginning.

#### No. 4 for Lot 27

All that part of Lot 27, Gladacres South 2nd Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the East line of said Lot 27, said point being 100.00 feet North of the Southeast corner of said Lot 27; thence South along the East line of said Lot 27, a distance of 100.00 feet; thence West along the South line of said Lot 27, a distance of 100.00 feet; thence Northeasterly, a distance of 141.42 feet to the Point of Beginning.

No. 5 for Lot 28

All that part of Lot 28, Gladacres South 2nd Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the West line of said Lot 28, said point being 100.00 feet North of the Southwest corner of said Lot 28; thence South along the West line of said Lot 28, a distance of 100.00 feet; thence East along the South line of said Lot 28, a distance of 100.00 feet; thence Northwesterly, a distance of 141.42 feet to the Point of Beginning.

No. 6 for Lot 29

-All that part of Lot 29, Gladacres South 2nd Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the East line of said Lot 29, said point being 100.00 feet North of the Southeast corner of said Lot 29; thence South along the East line of said Lot 29, a distance of 100.00 feet; thence West along the South line of said Lot 29, a distance of 100.00 feet; thence Northeasterly, a distance of 141.42 feet to the Point of Beginning.

No. 7 for Lot 34

All that part of Lot 34, Gladacres South 2nd Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the West line of said Lot 34, said point being 100.00 feet South of the Northwest corner of said Lot 34; thence North along the West line of said Lot 34, a distance of 100.00 feet; thence Easterly along the North line of said Lot 34, a distance of 100.00 feet; thence Southwesterly, a distance of 140.89 feet to the Point of Beginning.

No. 8 for Lot 35

All that part of Lot 35, Gladacres South 2nd Plat, a subdivision of land in the Northwest Quarter of Section 26, Township 14, Range 24, Johnson County, Kansas, described as follows:

Beginning at a point on the West line of said Lot 35, said point being 100.00 feet North of the Southwest corner of said Lot 35; thence South along the West line of said Lot 35, a distance of 100.00 feet; thence Easterly along the South line of said Lot 35, a distance of 100.00 feet; thence Northwesterly, a distance of 141.88 feet to the Point of Beginning.

2224777

STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

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SECOND RESTATED DECLARATION OF RESTRICTIONS  
TO FOURTH PHASE OF GLADACRES SOUTH FIRST AND SECOND PLAT

SARA FULLMANN  
REGISTER OF DEEDS

THIS SECOND RESTATED DECLARATION OF RESTRICTIONS, made as of the 1st day of November, 1992, by Sonya Thurman Harkins and E. Starr Thurman, Co-Executors and Representatives of THE ESTATE OF VERYL L. THURMAN, owner in fee simple of the following described real property heretofore platted as GLADACRES SOUTH FIRST PLAT, said plat being recorded on the 14th of March, 1989, as Instrument No. 1855783 in Book 72 of Plats, at Page 20, in the office of the Register of Deeds, Johnson County, Kansas, and GLADACRES SOUTH SECOND PLAT, said plat being recorded on the 14th of March, 1989, as Instrument No. 1855784 in Book 72 of Plats, at Page 21, in the office of the Register of Deeds, Johnson County, Kansas; all containing Lots 1 through 42, upon which the original Declaration of Restrictions were imposed and thereafter recorded on May 8, 1991, in Volume 3347, Page 991; and

WHEREAS, as of August 6, 1992, the Developer filed a First Restated Declaration of Restrictions, which were recorded in Volume 3675, Page 926, in the office of the Register of Deeds, Johnson County, Kansas;

WHEREAS, the Developer desires to amend one section of the First Restated Declaration for the reason that an error was made in the regulations that requires correction;

NOW, THEREFORE, in consideration of the premises the Developer, its successors and assigns, which is the owner of more than 50 percent of the land area in the Fourth Phase of Gladacres

10.00  
CK  
VOL 3866 PAGE 853

South First and Second Plat does hereby amend the First Restated Declaration of Restrictions as follows:

1. Section 14(c) shall be changed to delete the prohibition to the construction of log homes and shall read as follows:

14(c) Townhomes, A-frame homes, earth homes, wind generators, and radio towers are expressly prohibited; and

2. The First Restated Declaration of Restriction shall remain in full force and effect as modified by the Second Restatement, which shall be a continuing covenant running with the land and shall be binding upon the successors and assigns of the Developer.

IN WITNESS WHEREOF, I have affixed my signature this 14th day of March, 1993.

ESTATE OF VERYL L. THURMAN

Co-Executors

By: Sonya Thurman Harkins  
Name: Sonya Thurman Harkins  
Title: Co-Executor

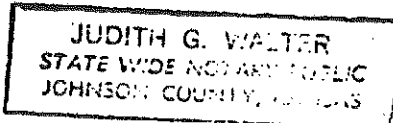
By: E. Starr Thurman  
Name: E. Starr Thurman  
Title: Co-Executor

ACKNOWLEDGMENT

STATE OF KANSAS           )  
                                  ) ss.  
COUNTY OF JOHNSON       )

BE IT REMEMBERED, that on this 11<sup>th</sup> day of MARCH, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sonya Thurman Harkins, who is personally known to me to be the same person who executed the within instrument.

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



Judith G. Walter  
Notary Public

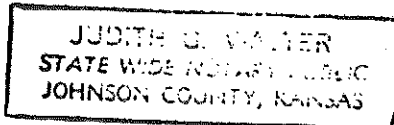
My appointment expires:

8-20-96

STATE OF KANSAS           )  
                                  ) ss.  
COUNTY OF JOHNSON       )

BE IT REMEMBERED, that on this 11<sup>th</sup> day of MARCH, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came E. Starr Thurman, who is personally known to me to be the same person who executed the within instrument.

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



Judith G. Walter  
Notary Public

My appointment expires:

8-20-96

2520365

STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

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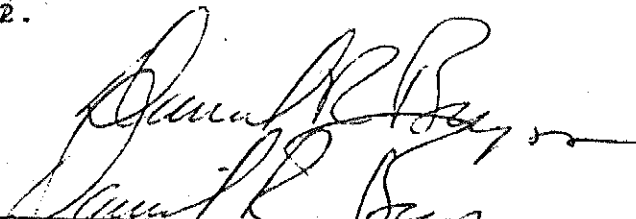
SARA F. ULLMANN  
REGISTER OF DEEDS

ANNEXATION RESOLUTION

Pursuant to Section 3, Article V of its Homes Association Declaration dated May 31, 1987, Gladacre Meadows Homes Association hereby resolves to annex the adjoining property known as Gladacre South First and Second Plat.

The Homes Association, by consent of two-thirds of its members, agree to annex Gladacre South First Plat and the Gladacre South Second Plat; provided however that the developer of Gladacre South, the estate of Veryl L. Thurman, by and through its co-executors and representatives, shall not be required to pay any Homes Association dues or assessments provided for in Article III of the Homes Association Declaration on the lots held for sale, but once a lot is conveyed to a third party for use or construction the assessment shall thereafter be made.

IN WITNESS WHEREOF, I hereunto set my hand and seal this  
28TH 7 day of August, 1992.


  
President, Gladacres Homes Assoc.  
DANIEL R. BRYSON

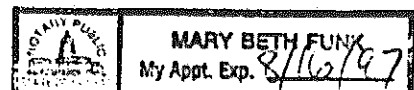
STATE OF KANSAS  
COUNTY OF JOHNSON

BE IT REMEMBERED, That on this 28 day of August, 1995, before me the undersigned, a Notary Public in and for the County and State aforesaid, came DANIEL R. BRYSON President of the Gladacres Homes Association, who is personally known to me to be the same person who executed the within instrument, and he duly acknowledges the execution of the same as his free act and deed.

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

My term expires: XXXXXX

  
Notary Public



# ANNEXATION OF PHASE IV TO GLADACRES HOMES ASSOC.

At issue is the proposition of annexing Phase IV to the Glad Acres Homes Association. The Phase IV Homes Association Declaration requires an acceptance vote of 2/3 of OUR membership in order to annex Phase IV. Please make your vote known below:

YES	NO	SIGNATURE	LOT NUMBER
✓		Bill Davis	25
✓		Mike Sullivan	Phase III #1, 5
✓		Janet New Freeman	19
✓		Gene Brown (Gene)	#8, Phase II
✓		John Dowling	15 & 14
✓	#	John & Willie Willets	13
✓		Barbara Knoch	23
✓		W.B. Hall	9
✓		Lynda Barker	#5
✓		Ray W. Wicks	1
✓		John & Sharon Faulkner	18
✓		Walter Spencer	10
✓		James Bond	13
✓		Del Matlock	29
✓		Frank Price	30
✓		Paul Dorse	#8
✓		Paul Dowling	#16
✓		Stanley Spindt	21
✓		Larry Keenan	22
✓		Sam Alliga	#6
✓		Kathleen Brown	#12
✓		John M. Brown	#11
		John M. Brown	27

Phase IV Vote (cont'd)

YES	NO	SIGNATURE	LOT NUMBER
	✓	<i>[Signature]</i>	28
✓		<i>[Signature]</i>	20 Phase II
✓		<i>[Signature]</i>	28
<del>28</del>		<i>[Signature]</i>	III-21
✓		<i>[Signature]</i>	III-2
✓		<i>[Signature]</i>	III-3
✓		<i>[Signature]</i>	III-13
✓		<i>[Signature]</i>	31
✓		<i>[Signature]</i>	III 4
✓		<i>[Signature]</i>	III 18
✓		<i>[Signature]</i>	III-17
✓		<i>[Signature]</i>	III-25
✓		<i>[Signature]</i>	1-2
✓		<i>[Signature]</i>	1-32
✓		<i>[Signature]</i>	# 4
✓		<i>[Signature]</i>	# 1
✓	✓	<i>[Signature]</i>	# 30
✓		<i>[Signature]</i>	# 17
✓		<i>[Signature]</i>	19 + 26
✓		<i>[Signature]</i>	Lots 3, 34 in Phase II
			Lots 6, 14, 24 in Phase III

46 signed of 65 landowners =  $> \frac{2}{3}$  %