

**FIRST DEDICATION OF ADDITIONAL LANDS TO
DECLARATION OF RESTRICTIONS FOR SUMMERFIELD FARM ADDITION**

THIS DEDICATION instrument is made on the date hereinafter set forth by J.S. PROPERTIES, INC. ("J.S. Properties"), a Kansas corporation, hereinafter referred to as the "Grantor";

WITNESSETH

WHEREAS, the Grantor did heretofore file a certain Declaration of Restrictions (herein the "Declaration"), which was recorded in Book 401 of Misc. at Page 193 in the real property records of the Register of Deeds in Miami County, Kansas, on June 13, 1997, subjecting certain real estate (herein "Property") described therein to the provisions of such Declaration; and

WHEREAS, said Declaration provided at Section XXII, that other real property owned by the Grantor may be made subject to and benefitted by the operation of the Declaration; and

WHEREAS, the Grantor is the owner of certain property legally described as follows:

A tract of land in the South One Half of the Southeast Quarter of Section 29, Township 16 South, Range 25 East of the Sixth Principal Meridian, being more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of Section 29, Township 16 South, Range 25 East of the Sixth Principal Meridian;

THENCE South 89 degrees 56 minutes 33 seconds East for a distance of 1001.81 feet along the South line of said Quarter Section;

THENCE North 00 degrees 03 minutes 27 seconds East for a distance of 50.00 feet to a point on the North right of way line of 279th Street (K-68 Highway), said point being the TRUE POINT OF BEGINNING;

THENCE North 00 degrees 03 minutes 27 seconds East for a distance of 276.90 feet;

THENCE North 10 degrees 49 minutes 18 seconds West for a distance of 50.00 feet;

THENCE along a curve to the left having a radius of 775.00 feet and an arc length of 11.11 feet, being subtended by a chord of South 78 degrees 46 minutes 04 seconds West for a distance of 11.11 feet;

THENCE North 11 degrees 38 minutes 34 seconds West for a distance of 121.48 feet;

THENCE South 72 degrees 47 minutes 17 seconds West for a distance of 84.22 feet;

THENCE North 14 degrees 21 minutes 24 seconds West for a distance of 170.77 feet;

THENCE along a curve to the left having a radius of 850.00 feet and an arc length of 9.55 feet, being subtended by a chord of South 75 degrees 19 minutes 17 seconds West for a distance of 9.55 feet;

THENCE North 15 degrees 00 minutes 02 seconds West for a distance of 115.16 feet;

THENCE North 80 degrees 23 minutes 54 seconds East for a distance of 86.45 feet;

THENCE North 83 degrees 22 minutes 16 second East for a distance of 82.93 feet;

THENCE North 87 degrees 02 minutes 23 seconds East for a distance of 72.47 feet;

THENCE South 89 degrees 56 minutes 33 seconds East for a distance of 380.00 feet;

THENCE South 30 degrees 46 minutes 20 seconds East for a distance of 21.02 feet;

THENCE North 59 degrees 13 minutes 40 seconds East for a distance of 50.00 feet;

THENCE along a curve to the right having a radius of 275.00 feet and an arc length of 8.74 feet, being subtended by chord of South 29 degrees 51 minutes 43 seconds East for a distance of 8.74 feet;

THENCE South 89 degrees 56 minutes 33 seconds East for a distance of 527.11 feet;

THENCE South 00 degrees 03 minutes 27 seconds West for a distance of 110.00 feet;

THENCE South 02 degrees 58 minutes 11 seconds East for a distance of 50.07 feet;

THENCE South 00 degrees 03 minutes 27 seconds West for a distance of 110.00 feet;

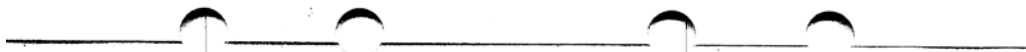
THENCE North 89 degrees 56 minutes 33 seconds West for a distance of 3.10 feet;

THENCE South 00 degrees 03 minutes 27 seconds West for a distance of 160.00 feet;

THENCE North 89 degrees 56 minutes 33 seconds West for a distance of 37.15 feet;

THENCE South 00 degrees 03 minutes 27 seconds West for a distance of 289.93 feet to a point on the North right of way line of 279th Street (K-68 Highway);

THENCE North 89 degrees 56 minutes 33 seconds West for a distance of 960.47 feet along said right of way to the TRUE POINT OF BEGINNING;



or according to any plat or replat of all or any portion of said real estate subsequently recorded in the Office of the Register of Deeds of Miami County, Kansas, which real estate is hereinafter referred to as the "Annexed Real Property"; and

WHEREAS, Grantor desires to cause the Annexed Real Property to become a part of the Property and subject to and benefitted by the Declaration; provided, however, the Grantor also desires to amend the Declaration so that its application to the Annexed Real Property shall be as modified by this First Dedication;

NOW, THEREFORE, in consideration of the premises, the Grantor declares that the Annexed Real Property is and shall be subjected to the provisions hereinafter set forth.

1. Annexation. The Annexed Real Property is hereby annexed to, and shall become a part of the Property and subject to and benefitted by the Declaration, as amended hereby, effective as of the date set forth in paragraph 2 following. Such annexation is made in compliance with the Declaration.

2. Effective Date. This annexation shall be effective from and after the recordation of this Dedication in the real property records of the Register of Deeds for Miami County, Kansas, at which time the Annexed Real Property shall be part of the Property and shall, subject to the amendments to the Declaration hereinafter set forth, be subject and subservient to the Declaration and all covenants, conditions, restrictions, terms, obligations, burdens, rights and privileges conferred herein as if originally included in the Property.

3. Declaration Amendments. The application of the Declaration to the Annexed Real Property shall be amended as expressly provided in this Dedication. In the event of any conflict between the terms of this Dedication and the Declaration, this Dedication shall control. All other terms and provisions of the Declaration which are not expressly modified by this Dedication shall remain in full force and effect and be applied to the Annexed Real Property. J.S. Properties hereby modifies and supplements the Declaration for its application to the Annexed Real Property as follows:

A. The following definitions are added to the Section titled: "DEFINITIONS OF TERMS USED" as follows:

"Declarant" shall mean and refer to J.S. Properties, Inc., a Kansas corporation.

"Construction Changes" shall mean any change which could be deemed as significant to the Architectural Control Committee, and such alteration shall require written approval by the Architectural Control Committee before any changes are made. A change in the paint color scheme, for example, would be considered to be a significant change.

- B. Section VII Right to Approve Plans shall be deleted in its entirety and in place thereof the following shall appear and provide:

SECTION VII. RIGHT TO APPROVE PLANS

No residence or out-building, fence or wall shall be erected, placed or altered on any lot until a complete set of construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, landscaping, fencing, yard lights, finished elevation, front and side yard plantings and the location of the dwelling on the site have been approved by the Architectural Control Committee.

Harmony of the external design with existing structures shall be a consideration. The Architectural Control Committee shall have complete discretion as to the extent of detail required in plans submitted. The Architectural Control Committee may issue a construction checklist which may be periodically modified and which must be complied with by any person seeking approval.

No change or alteration shall be made in the exterior design of any residence or out-building after the original construction thereof, until approval thereof has been given in writing by the Architectural Control Committee. Anything in this Declaration to the contrary notwithstanding, Declarant, its successors and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon the respective lot or lots, except as it may be restricted in the making of such determination by the provisions set forth herein, and the relation of the top of the foundation thereof to the street level.

To the fullest extent permitted by law, neither the Declarant, any directors or officers of the Declarant or any member of the Architectural Control Committee shall be liable to any owner, occupant or other person or entity having any interest in a Lot for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error or negligence, made in good faith and believed to be in the scope of his, her or its duties. By its approval of plans and specifications, the Declarant and the Architectural Control Committee shall not be deemed to have warranted or approved same for engineering design safety, or for compliance with zoning, health and building ordinances; by approving such plans and specifications neither the

Architectural Control Committee, any member thereof, the Declarant, or its officers or directors, shall be liable to any owner, occupant or other person with any interest in a lot for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or (iii) the development, or manner of development, of any property within Summerfield Farm.

The Architectural Control Committee shall be composed of Jerry D. Simmons, Leawood, Kansas and Craig H. Lintner, Louisburg, Kansas. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. However, if in their opinion it is necessary for the Architectural Control Committee to retain professional services to assist them in discharging their duties, they shall have the power to do so and to assess the reasonable expense thereof to the applicant or person for whom those services are retained. The assessment shall be a lien on the subject real estate until paid, and the Architectural Control Committee may file a Lien Statement with the Register of Deeds of Miami County, Kansas, to make such lien a matter of public notice.

After ten (10) years from the date these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the members of the Committee, to modify any of its powers and duties or to disband the Committee. In the event that the lot owners shall fail to so act, the Committee shall continue in full force and effect for a total period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

The Committee's approval or disapproval as required in these covenants shall be in writing and upon majority vote. In the event that the Committee or its designated representative fails to approve or disapprove the plans within thirty (30) days after the required materials have been submitted, approval

shall not be required, and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall have the sole authority to grant variances to these covenants, conditions and restrictions. Variances shall be granted only upon a majority vote.

The Architectural Control Committee may assess a Fifty and No/100 (\$50.00) Dollar per day assessment against the title holder of any lot on which construction of any type is commenced prior to approval by the Architectural Control Committee of construction plans of said site or for any other violation hereunder for which there is not a specific assessment otherwise provided. This assessment shall continue to be in effect until construction is stopped and a set of plans has been submitted for review or until any other violation is ceased. Construction shall not commence again until a full set of construction plans have been approved by the Architectural Control Committee

The Architectural Control Committee shall have the right to enforce hereunder by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages or unpaid assessments or to foreclose any lien granted hereunder. Failure by the Architectural Control Committee to enforce any covenant, condition or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

- C. Section X SODDED YARDS is hereby deleted in its entirety and lieu thereof the following shall appear and provide:

SECTION X. LANDSCAPE AND LAWN CARE

The preliminary landscape plan which is submitted for approval with the building plans must be completed within six (6) months after the completion of the house by an approved professional landscaper and must provide for foundation plantings amounting to any allowance of at least Three Hundred Fifty and No/100 (\$350.00) Dollars. All lots including unimproved lots, must keep grass and natural growth cut and trimmed to a height of four (4) inches or less. The entire front, rear and side yards of every lot in Summerfield Farm and the unpaved portions of street easements and rights-of-way contiguous thereto, shall be sodded with bluegrass at the earliest time after construction of the dwelling on said lot as the weather will permit, and in no

instance will seeding or plugging be considered as a substitute for such original sodding without the consent in writing of Declarant. Any other type of sod shall be subject to approval in writing by Declarant. All Louisburg City Ordinances concerning weeds, brush and general maintenance apply. No trees with trunks which are four (4) inches or more in diameter may be removed from any lot without the written consent of Declarant.

- D. Section XVIII FENCES shall be amended by deleting the reference to "six (6) feet" in the fourth sentence thereof and inserting in its place "five (5) feet" so that the sentence shall now read: "No fence shall exceed five (5) in height from the ground surface." The fifth sentence thereof shall be deleted in its entirety and in its place the following shall appear and provide: "On corner lots any properly constructed fence must start at the rear corner of the residence and must not be nearer to the front street or the side street than the rear corner of the residence structure as actually built notwithstanding the fact that such residence structure may have been built inside the front or side building lines as platted."

- E. The following new Section is added to the Declaration:

SECTION XXIII. AMENDMENT

By written consent of the owners of two-thirds (2/3) of the owners of lots of the Property as then constituted, evidenced by a declaration duly executed and acknowledged by such owners and recorded in the Office of Register of Deeds of Miami County, Kansas, this Declaration may be modified and amended, provided, however that no amendment shall modify the Architectural Control Committee or limit any right of Declarant herein reserved without the written consent of the Declarant.

- F. The following new SECTION XXIV. MISCELLANEOUS is hereby added:

SECTION XXIV. MISCELLANEOUS

Invalidation of any one (1) of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

All references to J.S. Properties throughout the Declaration shall be amended to refer to the Declarant.

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IN WITNESS WHEREOF, the Grantor has executed this Dedication this 7 day of May, 1998.

J.S. PROPERTIES, INC.

By: [Signature]
Name: JERRY D. SIMMONS
Title: President

STATE OF KANSAS)
COUNTY OF Johnson) ss.

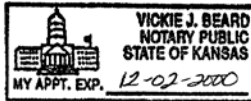
BE IT REMEMBERED that on this 7th day of May, 1998, before me, the undersigned, a notary public in and for the county and state aforesaid, came JERRY D. SIMMONS, President of J.S. PROPERTIES, INC., a Kansas corporation, said person known to me to be the same person who executed the within instrument as such officer of said corporation, such person having duly acknowledged execution of the same as the free act and deed of said corporation by the authority of its Board of Directors.

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

[Signature]
NOTARY PUBLIC

My appointment expires:

12-02-2000



STATE OF KANSAS
MAHAR COUNTY 188
THIS INSTRUMENT WAS FILED FOR RECORD
ON THE 7th DAY OF May A.D.
19 98 AT 2:28 O'CLOCK P.M. AND
RECORDED IN BOOK 127 OF 111
PAGE 51 OF 58

[Signature]
BY [Signature] 20.00(c)
Deputy
(M.C.E.)