

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS**

(INCLUDES ANNEXATION OF ADDITIONAL LAND)

LAKE AT SOUTHWICK

This Amendment to Declaration of Covenants, Conditions & Restrictions (the "Amendment") is made and entered into as of this 11 day of April, 2012, by Southwick Lake Partners, LLC, a Kansas Limited Liability Company (hereinafter referred to as "Developer") and the undersigned lot owners.

WHEREAS, Developer's predecessor-in-interest executed that certain Lake at Southwick Declaration of Covenants, Conditions & Restrictions dated August 31, 2007 and recorded at Book 200708, Page 010694 (the "Declaration"); and

WHEREAS, pursuant to that certain Assignment of Developer's Rights dated August 29, 2011 and recorded at Book 201108, Page 008653, and that certain Assignment of Developer's Rights dated December 20, 2011 and recorded at Book 201112, Page 007697, Developer is the successor "Developer" under the Declaration; and

WHEREAS, the Declaration purported to encumber certain real property described as "Lots 1-34 inclusive of LAKE AT SOUTHWICK, a subdivision in Johnson County, Kansas, which plat was recorded on the 30th day of August, 2007, in Book 200708 at Page 009752 in the office of the Register of Deeds for Johnson County, Kansas"; and

WHEREAS, the referenced plat only included Lake at Southwick Phase 1, which plat only included Lots 1-21, and the plat for Lake at Southwick Phase 2 was subsequently recorded, which plat included Lots 22-34; and

WHEREAS, pursuant to the Declaration, Developer has the right to add additional property to the Declaration; and

WHEREAS, Developer desires to clarify the Declaration and/or annex additional property to the Declaration, such that the Declaration encumbers all of the property legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Developer and the undersigned Lot owners currently hold all of the real property encumbered by the Declaration; and

WHEREAS, Developer and the undersigned Lot owners (who own a majority of the Lots not owned by the Developer) desire to amend certain provisions of the Declaration.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Developer and the undersigned Lot owners hereby declare:

1. Except as specifically set forth herein, all capitalized terms shall have the same meanings as set forth in the Association Declaration and the Declaration.

2. To the extent not previously made subject to the Declaration, the Property is hereby made subject to the Declaration.

3. Section 2, Paragraph (b) of the Declaration is hereby amended to read as follows:

(b) No Lot shall be divided or subdivided except by the Developer. No Lots may be combined into a single home site.

4. Section 3 of the Declaration is hereby amended to remove the final paragraph and add the following two paragraphs:

Measurement of the living area shall be calculated exclusive of any porches, garages, attics and basement (lower level) area. Each Residence must have a private, attached, fully enclosed, garage(s) for not less than three vehicles. The interior walls of all garages must be finished with quality materials. Garages shall have the same architectural treatment and be constructed of the same materials as the house proper. Basement garages are prohibited as the sole automobile garage. If basement garages are constructed, there shall be no hard surface, only grass turf or landscaping adjoining the basement garage.

Anything in this Section to the contrary notwithstanding, the Developer shall have the right to approve reductions of the foregoing Residence minimum square footage requirements of up to ten percent (10%).

5. Section 3 of the Declaration is hereby amended to require garages for no less than three (3) vehicles.

6. Section 5 of the Declaration is hereby amended to require minimum fifty (50) year warranties on dimensional asphalt shingles as opposed to forty (40) years and to remove the following sentence: "No building shall be permitted to stand with its exterior

in an unfinished condition for longer than five months after commencement of construction".

7. Section 7 of the Declaration is hereby amended to add a new Paragraph (h) as follows:

(h) Construction of a residence shall commence within ninety (90) days after title transfers to a Lot, and each such residence shall be completed and a certificate of occupancy shall be issued within eighteen (18) months after construction is commenced.

8. Section 9 of the Declaration is hereby amended in its entirety as follows:

SECTION 9

CARRIAGE HOUSE

"Carriage House" shall mean a structure (i) not more than fifty (50) feet from the Residence, however meeting all applicable setbacks; (ii) the design, construction materials, color scheme and general appearance being similar to the Residence; (iii) having a minimum of a two (2) car garage; (iv) having a maximum Footprint of not more than 50% of the Residence Footprint; and (v) being no taller than the Residence.

9. Section 10, Paragraph (b), Subparagraph (i) is hereby amended in its entirety as follows:

(i) All fences (other than any installed by the Developer) shall be consistent with the standard designs, heights and materials to be selected by the Developer or the Architectural Committee. No fence on any Lot shall exceed six (6) feet in height. All fences shall be constructed with the finished side out. Sight-tight, privacy style fencing shall not be permitted. No metal (other than wrought iron ornamental), chain link (except as specifically allowed for below), metal farm fencing or similar fence shall be permitted. The use of chain link fencing is allowed only for dog runs, which must be fully screened, and tennis or sport courts. Any new fence to be constructed must (i) attach to, and match the characteristics of, any previously existing fence, or (ii) be not less than six (6) feet from a previously existing fence.

10. Section 10, Paragraph (v) is hereby amended in its entirety as follows:

(v) All outside doghouses and other animal shelters shall be located behind the back building line of the Residence and shall be constructed of materials that match the Residence.

11. Section 11, Paragraph (j) is hereby amended in its entirety as follows:

(j) *No fuel storage tank may be maintained on any of the Lots hereby restricted unless installed below ground and grade.*

12. Section 11, Paragraph (k) is hereby amended to require a minimum depth of six (6) inches of asphalt on asphalt driveways.

13. Section 12 is hereby amended to remove the first two (2) sentences thereof and replace same with the following: *Two (2) horses may be kept on each Lot.*

14. Section 14, Paragraph (a) is hereby amended to remove the last sentence thereof.

15. Section 17, Paragraph (a) is hereby amended to remove the third (3rd) sentence thereof, specifying an address for the Architecture Committee.

16. All references to "Tract C" in the Declaration are hereby deleted, as there is no platted "Tract C" in the District.

17. To the extent inconsistent with this Amendment, the Declaration is hereby superseded; as amended by this Amendment, however, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, Developer and undersigned have executed this document as of the first day and date stated above.

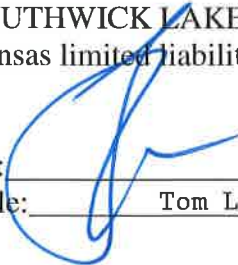
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Ownership:

Lots 1 thru 8, 10, 15 thru 18 and 21, LAKE AT SOUTHWICK PHASE 1, a subdivision in Johnson County, Kansas, according to the recorded plat thereof.

Lots 12, 14, 22 thru 34, LAKE AT SOUTHWICK PHASE 2, a subdivision in Johnson County, Kansas, according to the recorded plat thereof.


SOUTHWICK LAKE PARTNERS, LLC, a
Kansas limited liability company

By: 
Title: Tom Langhofer, Secretary

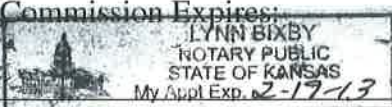
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 11th day of APRIL, 2012, before me, a Notary Public in and for said state, personally appeared TOM LANGHOFER, who stated that he is the ~~Secretary~~ ~~Manager~~ of Southwick Lake 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 official seal the day and year last above written.



Notary Public

My Commission Expires:

LYNN BIXBY
NOTARY PUBLIC
STATE OF KANSAS
My Comm. Exp. 2-17-13

Lucas

Ownership: Lot 9, LAKE AT SOUTHWICK PHASE 1, a subdivision of land in Johnson County, Kansas.

Robert Lucas
Robert Lucas

Vernette Lucas
Vernette Lucas

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

BE IT REMEMBERED, that on this 20 day of APRIL, 2012, before me, a Notary Public in and for said County and State, came ROBERT & VERNETTE LUCAS, (husband and wife), (a single person), (trustee) who is (are) personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same to be his or her act and deed.

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

[Signature]
Notary Public

My Appointment expires:



~~But~~ Wilson 

Ownership: Lot ¹¹ ~~11~~, LAKE AT SOUTHWICK PHASE 1, a subdivision of land in Johnson County, Kansas.


Jimmy R. Wilson


Leslie Wilson

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

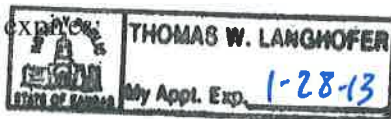
BE IT REMEMBERED, that on this 25 day of March, 2012, before me, a Notary Public in and for said County and State, came Jim & LESLIE WILSON, (husband and wife), (a single person), (trustee) who is (are) personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same to be his or her act and deed.

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




Notary Public


My Appointment expires



Deppe

Ownership: Lot **19**, LAKE AT SOUTHWICK PHASE 1, a subdivision of land in Johnson County, Kansas.


Jill L. Deppe


Dave Deppe

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

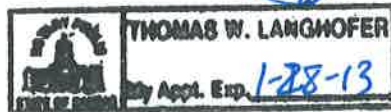
BE IT REMEMBERED, that on this 10 day of APRIL, 2012, before me, a Notary Public in and for said County and State, came DAVE & JILL DEPPE, (husband and wife), (a single person), (trustee) who is (are) personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same to be his or her act and deed.

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



Notary Public

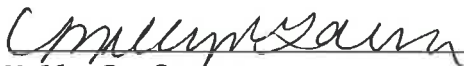
My Appointment expires:



Garver

Ownership: Lot 20, LAKE AT SOUTHWICK PHASE 1, a subdivision of land in Johnson County, Kansas.


Robert P. Garver


Molly R. Garver

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

BE IT REMEMBERED, that on this 10 day of APRIL, 2012, before me, a Notary Public in and for said County and State, came BOB & MOLLY GARVER, (husband and wife), (a single person), (trustee) who is (are) personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same to be his or her act and deed.

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



Notary Public

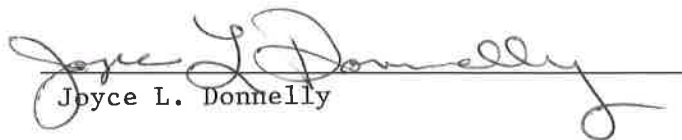
My Appointment expires:



Donnelly

Ownership: Lot 13, LAKE AT SOUTHWICK PHASE 2, a subdivision of land in Johnson County, Kansas.


Glenn C. Donnelly


Joyce L. Donnelly

STATE OF KANSAS, COUNTY OF JOHNSON, SS.:

BE IT REMEMBERED, that on this 10 day of APRIL, 2012, before me, a Notary Public in and for said County and State, came GLENN JOYCE DONNELLY, (husband and wife), (a single person), (trustee) who is (are) personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same to be his or her act and deed.

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



Notary Public

My Appointment expires:

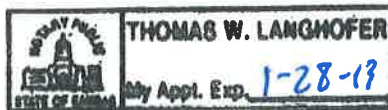


Exhibit A

Lots 1 through 11, inclusive, and 15 through 21, inclusive, LAKE AT SOUTHWICK PHASE 1, a subdivision of land in Johnson County, Kansas.

Lots 12, 13, 14 and 22 through 34, inclusive, LAKE AT SOUTHWICK PHASE 2, a subdivision of land in Johnson County, Kansas.