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**CREEKSIDE WOODS  
DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS  
ADDITIONAL PHASES  
(4<sup>th</sup> Plat)**

THIS DECLARATION is made as of the 6<sup>th</sup> day of October, 2021,  
by Creekside Development, LLC, a Kansas limited liability company (the “Developer”);

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the “Recording Office”), an additional plat of the subdivision known as “Creekside Woods”; and

WHEREAS, such plats add the following lots to the subdivision (the “Additional Lots”) and the following tracts to the subdivision:

Lots 51 through 127 and Tracts H, I and J, Prairie View at Creekside Woods Fourth Plat, a subdivision in City of Lenexa, Johnson County, Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Creekside Woods, First Plat Declaration of Easements, Covenants, Conditions and Restrictions, and filed with the Recording Office in Book 200605 at Page 003350 (the “Original Declaration”).

NOW, THEREFORE, in consideration of the premises, the Developer, 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. As contemplated in Article IX of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all

of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Notwithstanding the foregoing, the Additional Lots shall be subject to the following additional restrictions or provisions (with capitalized terms not defined herein having the meanings set forth in the Original Declaration):

- (i) Only black prefinished steel (or similar fences) in the specific styles approved by the Developer are permitted on the Additional Lots. No chain link, wood, wire or similar fence shall be permitted
- (ii) Within sixty (60) days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Additional Lot to the same standards as that generally prevailing throughout the subdivision (as determined by the Developer)
- (iii) Within sixty (60) days after the issuance of a permanent or temporary certificate of occupancy for the residence, but in all events prior to installation of sod, each Additional Lot shall have a sprinkler system installed covering all sod and landscape areas in the entire front, rear and side yards of the Additional Lot. Each Owner shall use the sprinkler system as necessary or appropriate (as determined by the Association) during the late spring, summer and early fall months to keep the yard and landscaping green and in good condition

Tracts H, I, and J are "Tracts" under the Original Declaration.

The following shall apply with respect to Lots 51 through 64 and 104 through 127 of Prairie View at Creekside Woods, Fourth Plat (the "**Maintenance Provided Lots**"):

A. Any gate installed on a Maintenance Provided Lot must have an opening at least 48 inches in width.

B. The Association shall have the following additional duties and obligations with respect to, and to be paid for solely by, the Maintenance Provided Lots:

(1) The Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas (excluding designated natural areas) on all Maintenance Provided Lots, but, at the option of the Association, such mandatory services shall not include the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Association.

(2) The Association shall provide snow (but not ice) clearing for the driveways, front sidewalks from the driveways to the front door, and front porches for the

Maintenance Provided Lots as soon as possible when the accumulation reaches two inches or more and the snow has stopped. The Association shall not be required to apply any salt, sand or other chemical treatments to any such surfaces.

C. The Board shall establish a committee for purposes of exercising the duties and related authority of the Association relating solely to the Maintenance Provided Lots and the expenditure of monthly assessments contributed by the Maintenance Provided Lots solely for purposes of the Maintenance Provided Lots (the "**Maintenance Provided Committee**"). All members serving on the Maintenance Provided Committee shall be designated by the Board of Directors and shall be representatives of the Developer or Owners of the Maintenance Provided Lots. The Maintenance Provided Committee shall have the right to further determine the scope and timing of the foregoing services to be provided solely to the Maintenance Provided Lots.

D. The Association may engage the services of a management company or other party to carry out and perform the functions of the Association described above with respect to the Maintenance Provided Lots and the collection and disbursements of the monthly assessments payable solely by the Maintenance Provided Lots for the Maintenance Provided Lots. The fees and expenses that are payable to such management company or other party for such services shall be paid solely by the Maintenance Provided Lots.

E. The following new Article IV-A is hereby added to the Original Declaration:

**ARTICLE IV-A**  
**SUPPLEMENTAL ASSESSMENTS FOR MAINTENANCE PROVIDED LOTS**

1. For the purpose of providing a general fund to enable the Association to exercise the powers, render the services and perform any duties solely for the benefit of the Maintenance Provided Lots, all Maintenance Provided Lots, other than Maintenance Provided Lots which have never been occupied by someone as a residence, shall be subject to a supplemental monthly assessment ("**Maintenance Provided Lot Supplemental Monthly Assessment**") to be paid to the Association by the respective Owners thereof as provided in this Article IV-A. The amount of such Maintenance Provided Lot Supplemental Monthly Assessment per assessable Maintenance Provided Lot shall be fixed periodically by the Board (after consultation with the Maintenance Provided Committee), and shall be payable in addition to the annual assessment payable by all Lots.

2. The first full Maintenance Provided Lot Supplemental Monthly Assessment for each Maintenance Provided Lot shall be due and payable only upon the Maintenance Provided Lot being first occupied by someone as a residence and shall be prorated as of the date thereof. Prior to payment of the first supplemental monthly assessment for a specific Maintenance Provided Lot, the Association shall not provide any of the specific services to be provided to such Maintenance Provided Lot.

3. The Maintenance Provided Lot Supplemental Monthly Assessment shall be subject to all of the provisions of Article IV of the Original Declaration.

4. In addition to the periodic assessments provided for herein, the Board of Directors shall levy from time to time special assessments against each and every Maintenance Provided Lot (other than any Maintenance Provided Lot prior to the initial occupancy of the residence thereof as a residence) in an equal amount that is sufficient, when aggregated, to enable the Association to perform its duties that require any expenditure during any period in an amount in excess of the funds then held by the Association out of amounts paid in by the Maintenance Provided Lots as Maintenance Provided Lot Supplemental Monthly Assessments.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

CREEKSIDE DEVELOPMENT, LLC

By: [Signature]  
Name: Doug Claussen  
Title: Manager

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

This instrument was acknowledged before me, a Notary Public, on October 6th, 2021 by **Doug Claussen**, as a Manager of CREEKSIDE DEVELOPMENT, LLC, a Kansas limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

My Commission Expires:



[SEAL]

[Signature]  
Signature of Notary Public in and for said  
County and State  
Print Name: Ryan W. Parks