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SUPPLEMENTAL DECLARATION OF RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION made this 10<sup>th</sup> day of February, 2003, by Raphael Breuer and Ann E. Breuer, Trustees under Revocable Trust Agreement dated April 21, 1993, herein referred to as "Owner/Developer".

WHEREAS, Raphael Breuer and Ann E. Breuer, Trustees under Revocable Trust Agreement dated April 21, 1993, are the owners of the following described property located in Leavenworth County, Kansas, hereinafter called "Property", to-wit:

Lots 1 -67, Prairie Gardens - 2nd Plat, a subdivision of land in the City of Basehor, Leavenworth County.

WHEREAS, Owner/Developer will convey said Property, subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set forth.

WHEREAS, the Property is part of a larger residential and commercial development known as Prairie Gardens, which will be developed in phases.

WHEREAS, the Owner/Developer caused to be prepared and recorded a Declaration of Restrictions, hereinafter referred to as "Original Declaration", dated the 28th day of September, 2001, recorded in the Leavenworth County Register of Deeds Office on the 2nd day of October, 2001, at Page 268, Book 820, establishing certain protective covenants, conditions, restrictions, reservations and charges against the first phase of the Prairie Gardens Development, known as Lots 1 - 42, Prairie Gardens, 1<sup>st</sup> Plat. Said Declaration of Restrictions are hereby incorporated herein by reference.

NOW, THEREFORE, the Owner/Developer hereby declares that all of the Property described above shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the above referenced Original Declaration, as amended from time to time, and as hereby specifically amended, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The easements, covenants, restrictions and conditions hereby made applicable to the Property shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each owner thereof.

AMENDMENTS TO ORIGINAL DECLARATION. The Original Declaration is hereby amended, with respect to Lots 1 - 67, Prairie Gardens, 2nd Plat only, as follows:

1. DEFINITIONS. Section 1, of the Original Declaration, entitled, Definitions, is amended by adding the following provisions.

(K) "Multi-Family Unit" shall mean and refer to a single family living unit, whether individually owned, or in a situation where multiple single family units are constructed and located in one building or structure, with one or more of such multi-family structures located on any one Lot.

(L) "Single Family Lot" shall mean and refer to a Lot whereon a single individual structure or building is to be built for occupancy for single family usage.

2. Section 2 (b), entitled, "VOTING RIGHTS", shall be amended to read:

Each Lot Owner shall be entitled to one vote for each single family lot or each multi-family unit, in which he or she holds the interest required for membership by paragraph 2(a). When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

All decisions made at any meeting at which there is present a quorum as defined in Section 2 (c) below, shall be made by a majority vote of those lots or units present.

3. Section 4 (c), entitled, "ANNUAL ASSESSMENTS", shall be amended to read as follows:

The annual assessment shall be that which is established and approved by the Board of Directors of the Association. Not later than sixty (60) days prior to the beginning of each calendar year, the Board shall make available for review by each Lot Owner, or the Owner of each Multi-Family Unit, at the Association's office, a pro forma operating statement or budget for the upcoming calendar year, estimating the total Common Expenses to be incurred by the Association during the upcoming year. Such proposed budget shall also set forth the amount of the Annual Assessment to be paid by and assessed to each Lot, and the Association shall notify each Owner thereof.

If the Board subsequently determines that the total Annual Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, the Board shall then immediately determine the approximate amount of such inadequacy and issue a supplemental Annual Assessment. If the total Annual Assessments for a current year exceed the actual Common Expenses, the Board may, in its discretion, retain such excess as additional working capital or reserves, or reduce the amount of the Annual Assessment for the next ensuing year.

The Annual Assessments shall be apportioned among the Lot owners and Multi-Family Units as the Board shall determine, and shall commence as to a Lot or Multi-Family Unit on the date when said residence is first available for occupancy, and shall be prorated based on a 365 day year and shall be measured from the date the residence is first available for occupancy.

4. Section 4(d), entitled, "SPECIAL ASSESSMENTS", shall be amended to read as follows:

In addition to the Annual Assessments authorized above, the Board may levy, at any time, a Special Assessment applicable to a specific Lot Owner or Owners or, Multi-Family Unit or Mutli-Family Units for:

1. Costs incurred in bringing the Owner or his Lot into compliance with the provisions of these Restrictions, the Association Articles of Incorporation or Bylaws, or the Association's Rules and Regulations.
2. Fines levied or fixed by the Board as provided herein.
3. Attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, the enforcement of these Restrictions, a Special Assessment, or the Rules and Regulations.
4. Any costs incurred to maintain a Lot pursuant to Section 5 below, plus a penalty equal to 25% of the cost of such maintenance.
5. Any other charge designated as a Special Assessment in these Restrictions or the Rules and Regulations.

5. Section 4 (e), entitled, "MAINTENANCE ASSESSMENT", shall be amended to read:

In addition to any Annual or Special Assessment that might be levied above, each Lot, Townhome or Multi-Family Unit within the Subdivision shall be subject to a Maintenance Assessment assessed by the Board sufficient to offset the Association's expense in providing snow removal from driveways and sidewalks, and lawn mowing and grass trimming service to each Lot, Townhome, Single Family Lot or Multi-Family Unit within the Subdivision. Such Maintenance Assessment shall be initially established with an initiation fee of \$200.00 to be paid to the Association at the time of closing on the acquisition of each Lot, Townhome or Single Family Lot, or at the time of initial occupancy of each Multi-Family Unit, and an annual payment of \$360.00 each. Said initiation and maintenance assessments may be adjusted from time to time at the

6. Section 9(c), entitled, "RESIDENTIAL USE", shall be amended to read as follows:

The lots and any development thereon shall be exclusively for residential purposes, and shall be occupied by the Lot Owner and immediate family. No Lot Owner shall rent or lease his residence to any party; provided, however, that more than one living unit may be constructed in areas where Multi-Family Units are permitted. No building or structure intended for or adapted to business purposes, shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. Lots 1 - 66 of Prairie Gardens, 2<sup>nd</sup> Plat, are hereby designated as Single Family Lots. Lot 67 of Prairie Gardens, 2<sup>nd</sup> Plat, is hereby designated for Multi-Family Units, with individual structures to contain not more than four single family living units.

7. Section 9(g), entitled, "GARAGE", shall be amended to read as follows:

Each residence must have an attached, fully enclosed, front entry garage for not less than two or more than four vehicles. Provided, however, if the features unique to the Lot shall not reasonably permit a front entry garage, the Review Committee may ( but shall not be obligated to ) approve a rear or side entry garage. Garages shall have the same architectural treatment and be constructed of the same materials as the house. Provided further that Multi-Family Units may utilize a single vehicle garage. Garages shall remain closed except when vehicles are entering or exiting. No garage will be permitted to be enclosed for living or used for purposes other than storage of vehicles or related uses.

8. Section 9(h), entitled, "DESIGN", is amended to read as follows:

In accordance with the general design standards set forth previously, the Review Committee, within its sole discretion, must approve all proposed building plans, including exterior materials and color selections. Each building or structure shall be covered with 75% of brick, stucco or stone, on the front face of each building facing the street. Depending upon design of the structure, the Review Committee may allow a lesser coverage of such materials in cases where the design and appearance of the proposed structure would warrant modification, with the sole discretion of the Review Committee.

9. Section 9(q), entitled, "MINIMUM SPACE REQUIREMENTS", is amended to read as follows:

Minimum square footage requirements for residences shall be as follows: All single family residences shall have a total finished first floor area of not less than 1200 square feet; duplex buildings shall have a total finished first floor area of not less than 2300 square feet; all multi-family units shall have a total finished

floor area, basements, garages, covered walks, porches and decks, shall not be considered, whether or not finished for occupancy. Provided, however, the Review Committee may approve variances for lower total first floor area, but not in an amount greater than 20% less than the minimum requirements set forth above.

10. Section 9(x), entitled, "LANDSCAPING - DRIVES", is amended to read as follows:

Each lot owner shall submit, along with the site plan required above, a landscape plan to the Review Committee. At the time of initial construction, the Lot owner shall expend an amount of at least \$1,000.00 (exclusive of sod), per unit, which amount may be modified by the Review Committee as deemed appropriate, for landscaping approved by the Review Committee, which landscaping shall thereafter be maintained by the lot owner. All lots shall be fully sodded, provided, however, sod shall not be required, or the installation of which may be delayed, where, in the opinion of the Review Committee, soil, weather, seasonal or topographical conditions would make sodding impractical or unreasonably expensive.

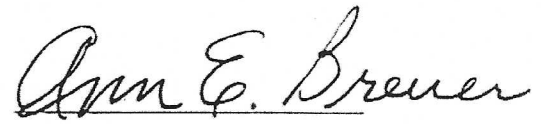
All Lots shall have external driveways leading to the street constructed of concrete surfaces.

11. Section 9(z), entitled, "DIVISION OF LOTS", is amended to read as follows:

No lot shall be resubdivided, nor shall more than one duplex dwelling be allowed on each lot. Provided, however, that any lot designated for Multi-Family Unit usage may be divided with the approval of the Review Committee.

IN WITNESS WHEREOF, we hereunto set our hands this 10<sup>th</sup> day of February, 2003.

  
Raphael Breuer  
Trustee

  
Ann E. Breuer  
Trustee

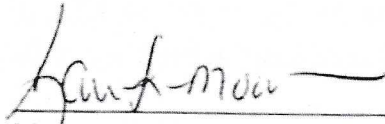
ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF LEAVENWORTH )

STATE OF KANSAS  
REGISTER OF DEEDS  
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BE IT REMEMBERED that on this 10 day of February, 2003, before me, the undersigned, a notary public in and for the county and state aforesaid, came Raphael Breuer and Ann E. Breuer, Trustees, who are personally known to me to be the same persons who executed the within instrument of writing, who, being first duly sworn, stated that said Supplemental Declaration of Restrictions is true and correct, and such persons duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

  
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Notary Public

