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First American Title Insurance Company
115 East Park
Post Office Box 1125
Olathe, KS 66061

Alison

**COFFEE CREEK CROSSING SECOND PLAT
HOMES ASSOCIATION DECLARATION**

THIS DECLARATION is made as of the 12 day of February 2007, by Coffee Creek Land Company, LLC, a Kansas limited liability company ("Developer").

WITNESSETH:

*Second Plat,

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "Coffee Creek Crossing", which plat includes the following described lots and tracts:

**SECOND PLAT
Lots 1 through 47, and Tracts A through D, COFFEE CREEK CROSSING, a subdivision in the City of Overland Park, Johnson County, Kansas.

WHEREAS, Developer, as the present owner and developer of the above-described property, desires to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I. DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

- (a) "Board" means the Board of Directors of the Homes Association.
- (b) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer with the Recording Office stating that all of

the Lots in the Subdivision (as then contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any earlier time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(c) "City" means the City of Overland Park, Kansas.

*Second Plat

(d) "Common Areas" means (i) Tracts A and C of Coffee Creek Crossing* and (unless and until deeded to the City or another governmental authority) Tracts B and D of Coffee Creek Crossing,* (ii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems, trees and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in the Subdivision, (iii) all platted landscape easements and all other landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all Owners within the Subdivision, (iv) the Pool Area, (v) the Right-of-Way Amenities, and (vi) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the Owners within the Subdivision.

(e) "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.

(f) "Developer" means Coffee Creek Land Company, LLC, a Kansas limited liability company, and its successors and assigns.

(g) "Homes Association" means the Kansas non-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the Subdivision.

(h) "Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of periodic and special assessments due with respect thereto from time to time, such adjacent property under common ownership shall constitute such whole or partial number of Lots as may be specified in writing by the Developer, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(i) "Owner" means the record owner(s) of title to any Lot, including the Developer.