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Acorn

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**COFFEE CREEK CROSSING SECOND PLAT
DECLARATION OF RESTRICTIONS**

THIS DECLARATION is made as of the 12 day of February, 2007, by Coffee Creek Land Company, L.L.C., 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 place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

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

(a) "Approving Party" means (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Board (or

with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

(b) "Architectural Committee" means: (i) prior to the Turnover Date, the Developer (or its designees from time to time) the DRC; and (ii) on and after the Turnover Date, a committee comprised of at least three members of the Homes Association, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the provisions of Section 14 below).

(c) "Board" means the Board of Directors of the Homes Association.

(d) "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.

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

(f) "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 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 or to the Subdivision, (iii) all 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, and (iv) 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.

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

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

(i) "DRC" means the committee of persons designated from time to time by the Developer to review and approve certain matters related to the Subdivision.