

SUMMARY OF DOCUMENTS RECORDED WITH THE COUNTY

	DOCUMENT TITLE	SUMMARY	DATE RECORDED
1	DECLARATION OF RESTRICTIONS	ORIGINAL DEED RESTRICTIONS	07/12/1979
2	FIRST AMENDED DECLARATION OF RESTRICTIONS	ADDITIONAL DEED RESTRICTIONS	12/28/1984
3	CERTIFICATE OF SUBSTANTIAL COMPLETION AND DECLARATION OF HOMES ASSOCIATION	LOTS COMPLETED AND READY TO BE SOLD	05/27/1986
4	RESTRICTIONS	REPLATTED PROPERTY	02/03/1988
5	ASSIGNMENT OF DEVELOPER RIGHTS	DEVELOPER TRANSFERS RIGHTS TO HOA	01/06/1998
6	NOTICE OF AMENDMENT TO DECLARATION OF RESTIRCTIONS OF RED OAK HILLS WITH ATTACHED AMENDMENT TO DECLARATION OF RESTRICTIONS (EXHIBIT A)	AMENDS ORIGINAL 1979 DEED RESTRICTIONS (#1 ABOVE)	05/14/1999
7	NOTICE OF AMENDMENT TO FIRST AMENDED DECLARATION OF RESTRICTIONS OF RED OAK HILLS WITH ATTACHED AMENDMENT TO FIRST AMENDED DECLARATION OF RESTRICTIONS (EXHIBIT A – THERE IS NO EXHIBIT B)	AMENDS ADDITIONAL DEED RESTRICTIONS (#2 ABOVE)	05/03/2005

Security Title Company, Inc.  
Partnership Planning  
8893

COUNTY OF JOHNSON, KANSAS  
RECORDS

1279 JUN 12 PM 1 41 .1

DECLARATION OF RESTRICTIONS

700  
RECORDS  
BY \_\_\_\_\_

WHEREAS, the undersigned, Red Oak Hills Partnership, is the owner of the following described real estate as recorded in Plat Book 45, Pages 41, 42, Johnson County, Kansas, to wit:

Block 6, Lots 1-21 inclusive and Block 5, Lots 37-40 inclusive and Block 2, Lots 36-39 inclusive of Red Oak Hills Second Plat and Block 3, Lots 87-89 inclusive, Block 8, Lots 1-11 inclusive and Block 6, Lots 22-40 inclusive of Red Oak Hills Third Plat, all in RED OAK HILLS, a subdivision in the City of Shawnee, Johnson County, Kansas.

WHEREAS, the above named owner desires to place restrictions upon the above described real estate.

NOW, THEREFORE, Red Oak Hills, its successors and assigns hereby place restrictions upon the above described real estate as follows:

1. No business building shall be constructed nor shall any business be carried on or maintained on any lot in said subdivision.
2. All building sites in said additions shall be restricted to one detached single family dwelling house not to exceed two stories in height.
3. All buildings shall be located on lots in accordance with City ordinances. For the purpose of these covenants, eaves, steps, overhangs, and open porches shall not be considered as a part of the building provided, however that these covenants shall not be construed to permit any portion of a building to encroach on another lot. No other structure except attached garages shall be constructed on any site. (A garage, for the purpose of the covenant or restrictions, shall be considered attached only if it is attached by roof.) Sidewalks will be installed when building is completed.
4. All building designs and square footage of houses must be approved by the developer, and unless otherwise specified by the developer, all roofs will be wood shingles. The ground floor area of the main structure of any building exclusive of one-story open porches and garages shall be in accordance with City ordinances.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, barn or other out-building shall be erected on any building site or shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.
7. No cows, horses, swine, goats or poultry of any kind shall be kept on any building site.



8. No tank for storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

9. No trash, ashes or other refuse may be thrown or dumped on any lot in the addition.

10. No fence or wall shall be erected or maintained on any lot nearer a front or side street than the building set-back line except a possible ornamental fence needed to improve house design.

11. No signs, billboard or advertising structures of any kind may be placed or stored upon any lot in this addition except for signs or billboards advertising the rental or sale of the property shown on the recorded plat are permitted, provided such signs do not exceed five (5) square feet in size.

12. No building material of any kind or character shall be placed or stored upon any lot until the fee holder thereof is ready to commence improvements, and then the material shall be placed only within the property lines of the lots upon which the improvements are to be erected.

13. Easements shall be retained by the owner for the use of public utility services where designated in said plat, with the right to construct, operate and maintain any public utility service on such easement and with the right to transfer and convey any such public utility service and easement to any municipal government or public utility corporation authorized to construct, operate and maintain any such public utility. All utility service must be underground and each property owner must furnish easements across the land from the public easement to the house for each utility service. The utility companies have the privilege of servicing the lines to the house with the right of ingress and egress to said utility lines. The owner will be responsible for opening and backfilling the trench for the initial service installation and when required to repair the buried telephone service or wire from the public utility easement to the house.

14. No television antenna or radio aerial or similar wire device shall be attached to the roof of the house or exposed in any manner.

15. No clothesline or apparatus for laundry shall be installed on any lot, unless concealed from view by a fence.

16. No mobile home or trailer either with or without wheels shall be kept on any lot. Motorboats, houseboats and other similar waterborne vehicles may only be maintained, stored or kept if housed completely within the residential structure. No non-operating motor vehicles shall be kept on any lot.

17. Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the lots in Red Oak Hills subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

18. No burning of trash or storage of trash or garbage shall be permitted on any lot outside of the residence except that garbage and trash may be set out the evening before the trash pickup.

19. No radio station of any type shall be operated from any lot or residence.

20. The restrictions herein set forth shall run with the land and bind the above parties, their heirs, trustees, assigns and grantees for twenty (20) years from the date of recording and shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the real estate according to square feet, it is agreed to change restrictions in whole or in part. All parties claiming by, through and under the above parties shall be taken to agree with the above parties their heirs, assigns and grantees to conform to and observe each and all of the foregoing restrictions. No restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect to any breach committed during its, his or their possession or ownership of the title to said land. The owner or owners of any part of said land shall have the right to sue for and maintain an injunction preventive or mandatory to prevent the breach or enforce the observance of any of the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions. The invalidation of any of these restrictions by judgment or court order shall in no way effect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned trustee has caused this instrument to be executed as of the 11th day of July, 1979.

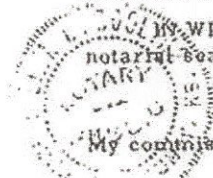
RED OAK HILLS PARTNERSHIP

By David B. Anderson  
David B. Anderson, Trustee

State of Kansas        )  
County of Johnson    ) ss

BE IT REMEMBERED, that on this 11th day of July, 1979, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David B. Anderson, Trustee for Red Oak Hills, a partnership, who is personally known to me to be the same person who executed, the within instrument of writing on behalf of said Partnership, and such person duly acknowledge the execution of the same to be the act and deed of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Evelyn L. Dooling  
Evelyn L. Dooling Notary

Security  
#28084  
action

1509353 ✓

FIRST AMENDED  
DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Red Oak Hills Partnership, is the owner of the following described real estate as recorded in the First Plat, Second Plat and Third Plat, RED OAK HILLS, Johnson County, Kansas, to wit:

Block 1, Lots 1-30 inclusive; Block 2, Lots 1-35 inclusive; Block 3, Lots 1-29 inclusive, 30-43 inclusive, 45-49 inclusive, 51, 52, 54-57 inclusive, 59-66 inclusive, 68, 69, 72-74 inclusive, 76, 80-82 inclusive; Block 4, Lots 1-4 inclusive; Block 5, Lots 1, 2, 3, 6, 7-36 inclusive, 51-54 inclusive; Block 7, Lots 2, 4, 5, 10, 11, 12 and 14, all in RED OAK HILLS, a subdivision in the City of Shawnee, Johnson County, Kansas

WHEREAS, the above named owner desires to place amended restrictions upon the above described real estate,

NOW, THEREFORE, Red Oak Hills, its successors and assigns hereby place restrictions upon the above described real estate, and any other real estate in the Red Oak Hills subdivision which may hereafter be brought within the terms hereof by the owner thereof, as follows:

1. No business building shall be constructed nor shall any business be carried on or maintained on any lot in said subdivision.
2. All building sites in said additions shall be restricted to one detached single family dwelling house not to exceed two stories in height.
3. All buildings shall be located on lots in accordance with City ordinances. For the purpose of these covenants, eaves, steps, overhangs, and open porches shall not be considered as a part of the building provided, however, that these covenants shall not be construed to permit any portion of a building to encroach on another lot. No other structure except attached garages shall be constructed on any site. (A garage, for the purpose of the covenant or restrictions, shall be considered attached only if it is attached by roof.) Sidewalks will be installed when building is completed.



VOL 2104 PAGE 605

4. All building designs and square footage of houses must be approved by the developer, and unless otherwise specified by the developer, all roofs will be wood shingles. The ground floor area of the main structure of any building exclusive of one-story open porches and garages shall be in accordance with City ordinances.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, barn or other out-building shall be erected on any building site or shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

7. No cows, horses, swine, goats or poultry of any kind shall be kept on any building site.

8. No tank for storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

9. No trash, ashes or other refuse may be thrown or dumped on any lot in the addition.

10. No fence or wall shall be erected or maintained on any lot nearer a front or side street than the building set-back line except a possible ornamental fence needed to improve house design.

11. No signs, billboard or advertising structures of any kind may be placed or stored upon any lot in this addition except for signs or billboards advertising the rental or sale of the property shown on the recorded plat are permitted, provided such signs do not exceed five (5) square feet in size.

12. No building material of any kind or character shall be placed or stored upon any lot until the fee holder thereof is ready to commence improvements, and then the material shall be placed only within the property lines of the lots upon which the improvements are to be erected.

13. Easements shall be retained by the owner for the use of public utility services where designated in said plat, with the

right to construct, operate and maintain any public utility, service on such easement and with the right to transfer and convey any such public utility service and easement to any municipal government or public utility corporation authorized to construct, operate and maintain any such public utility. All utility service must be underground and each property owner must furnish easements across the land from the public easement to the house for each utility service. The utility companies have the privilege of servicing the lines to the house with the right of ingress and egress to said utility lines. The owner will be responsible for opening and backfilling the trench for the initial service installation and when required to repair the buried telephone service or wire from the public utility easement to the house.

14. No television antenna or radio aerial or similar wire device shall be attached to the roof of the house or exposed in any manner.

15. No clothesline or apparatus for laundry shall be installed on any lot, unless concealed from view by a fence.

16. No mobile home or trailer either with or without wheels shall be kept on any lot. Motorboats, houseboats and other similar waterborne vehicles may only be maintained, stored or kept if housed completely within the residential structure. No non-operating motor vehicles shall be kept on any lot.

17. Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the lots in Red Oak Hills subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

18. No burning of trash or storage of trash or garbage shall be permitted on any lot outside of the residence except that garbage and trash may be set out the evening before the trash pickup.

19. No radio station of any type shall be operated from any lot or residence.

20. A Homes Association may be formed by the developer or by any three owners of property within the above-described Red Oak Hills lots upon recordation with the Register of Deeds a Certificate of Substantial Completion by the developer, Red Oak Hills Partnership. Upon formation, the Homes Association shall have the power and authority to assess individual lots, whether now within or hereafter brought within the terms of this declaration, such sums as are necessary to properly maintain common areas in the subdivisions or to construct improvements on said common areas. Additionally, the Homes Association shall have the authority to enforce the provisions of this declaration as provided herein.

21. The restrictions herein set forth shall run with the land and bind the above parties, their heirs, trustees, assigns and grantees for twenty (20) years from the date of recording and shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the real estate according to square feet, it is agreed to change restrictions in whole or in part. All parties claiming by, through and under the above parties shall be taken to agree with the above parties their heirs, assigns and grantees to conform to and observe each and all of the foregoing restrictions. No restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect to any breach committed during its, his or their possession or ownership of the title to said land. The owner or owners of any part of said land, or the Homes Association, if formed, shall have the right to sue for and maintain an injunction preventive or mandatory to prevent the breach or enforce the observance of any of the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions. The invalidation of any of these restrictions by judgment or court order



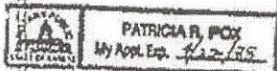
shall in no way effect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned trustee has caused this instrument to be executed as of the 31st day of Oct, 1984.

RED OAK HILLS PARTNERSHIP  
By David K. Miller  
David K. Miller, Trustee

STATE OF KANSAS )  
                          ) ss.:  
COUNTY OF JOHNSON )

On this 31st day of October, 1984, before me, a Notary Public in and for said county and state, personally appeared David K. Miller, Trustee for Red Oak Hills, a partnership, known to me to be the person who executed the within Declaration of Restrictions and acknowledged to me that he executed the same for the purposes therein stated.



Patricia R. Fox  
Notary Public Patricia R. Fox

My Commission Expires: April 22, 1988

STATE OF KANSAS  
COUNTY OF JOHNSON } ss  
FILED FOR RECORD

1984 DEC 28 P 2:01 3

900 RUDIE H. SCOTT  
REGISTER OF DEEDS

BY \_\_\_\_\_ DEP

VOL. 2104-NGF 609

*Sherry Jacobson*  
32953

1606940 ✓

CERTIFICATE OF SUBSTANTIAL COMPLETION  
AND  
DECLARATION OF HOMES ASSOCIATION

Whereas, the undersigned, Red Oak Hills Partnership (hereinafter referred to as the "Developer") is the owner and developer of the following described real estate as recorded in the First Plat, Second Plat and Third Plat, RED OAK HILLS, Johnson County, Kansas, to wit:

RED OAK HILLS, a subdivision in Johnson County, Kansas, according to the recorded plat(s) thereof as filed in the Johnson County Office of Register of Deeds.

Whereas, the above named owner and developer finds that such land, collectively known as the Red Oak Hills subdivision, is substantially complete, in that it has been platted and lots are ready to be sold, subject, however, to Developer's continuing right to annex additional land into the subdivision, and

Whereas, the above named owner and developer desires that a Homes Association be formed for the benefit of the land in the subdivision;

Now, Therefore, Red Oak Hills Partnership declares the Red Oak Hills Subdivision substantially complete and declares the formation of a Homes Association upon recordation with the Register of Deeds the Articles of Incorporation by the Developer creating such Homes Association. The Homes Association shall be known by the name of Red Oak Hills Homes Association, Inc.

A. Membership in Association. Every owner of a lot which is subject to assessment shall be a member of the Association and the Association shall administer all common area. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. Voting Rights. There shall be two classes of voting membership in the Association which rights shall be exercised as provided below.

Class A. Class A members shall be all owners with the exception of Developer and such members



VOL 2344 P. 832

shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members; however, they shall all collectively exercise the one vote with respect to any lot.

Class B. The sole Class B member shall be Developer and such member shall be entitled to two votes for each lot owned. The Class B membership shall cease and shall be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, which by virtue of the two to one ratio of votes between Class B and Class A will occur when sixty-six (66%) percent of the lots included within this declaration at that time have been sold by Developer; provided however, that if additional land is thereafter annexed into the Association and the subdivision so as to create an additional number of lots of such an amount that the proportion of lots sold is decreased below sixty-six (66%) percent, then and in that event the Class B membership shall automatically be recreated in the same manner and in the same condition as it originally existed.

C. Covenant and Lien for Assessments. The Developer for each lot owned within the subdivision and the Association hereby covenants and agrees to pay, and each owner of any lot by acceptance of a deed is deemed to covenant and agree to pay, to the Association;

- (1) Monthly assessments or charges;
- (2) Special assessments for capital improvements; and
- (3) Any other assessments for such expenses as are hereinafter created for by the Association or provided for in this declaration. All assessments shall be fixed, established and collected from time

to time as hereinafter provided. Such assessments, together with the interest thereon, costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the real estate or lot against which each such assessment is made. Such lien shall arise and run from the time at which any assessment remains unpaid for thirty (30) days after the same has become due and payable. Interest shall run on any unpaid assessment at the then current judgment rate as provided in the laws of the State of Kansas. The Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property through proceedings in any court having jurisdiction of suits for the enforcement of such liens. Provided however, the lien for assessments provided herein shall be subordinate to the lien of any pre-existing first mortgage placed upon any property subject to assessment. Such liens may be recorded, shall run with the land and no sale, transfer or refinancing of any lot shall affect the assessment lien.

D. Use of Assessment Monies. Assessments levied by the Association shall be used to enhance the property and to promote the recreation, health, safety and welfare of the residents in the subdivision and owners of lots and for the improvement and maintenance of all common area.

E. Creation of Assessments. The Board of Directors of the Association shall fix the monthly assessment per lot in accordance with the Articles of Incorporation to be subsequently filed with the Register of Deeds of Johnson County, Kansas and the Bylaws adopted by the Association. The maximum monthly assessment may be increased each year, after the first initial such assessment, by no more than fifteen (15%) percent above the maximum monthly assessment

for such initial year or the previous year without any vote of the membership in the Association. A majority vote of the membership conducted in accordance with the Bylaws of the Association shall be required to increase any maximum monthly assessment by more than fifteen (15%) percent. Provided however, the Association may levy in any year a special assessment applicable to any year and future years for the purpose of defraying part or all of the expenses as to the cost of reconstruction, repair or replacement of capital improvements on the common area, and/or the construction of new capital improvements. Such special assessments shall be levied only upon the vote of two-thirds (2/3) of the voting power of members present in person or by proxy at a meeting of the members called pursuant to the notice provisions contained in the Articles of Incorporation and any applicable Bylaws, and conducted in accordance with said Bylaws.

F. Rate of Assessment. Both monthly assessments and special assessments must be fixed at a uniform rate for all similar lots, and monthly or less frequent due dates shall be established by the Board of Directors of the Association so as to provide for efficient collection of assessments. Provided however, nothing herein contained shall prevent the Board of Directors of the Association from assessing different sizes or types of lots with varying assessments and amounts thereof as long as all similar lots pay a uniform and equal rate. All assessments of owners, other than the Developer, shall commence on the 15th day of the month following such owner's acquisition of any lot within the subdivision or the Association.

G. Maintenance of Common Area. The Association shall provide for the perpetual maintenance of all common areas, footpaths, jogging paths (and easements therefore), utilities, buildings and equipment thereon. Each owner shall be responsible for the maintenance of such owner's

lot and any improvements thereon, provided however, the Association may, by vote of three-fourths of its members present at a meeting in person or by proxy provide for the grounds keeping of all owners' lots and to include the costs thereof as a part of the monthly assessments. Further, all owners or members who own similar lots may vote by the same majority to provide for such maintenance to assess such similar lots without the requirement of such grounds keeping on other, dissimilar lots in the Association, in which event, assessments for such grounds keeping shall apply only to such similar lots of the same category and not to other lots in the Association. In the event that the Association fails to adequately and properly maintain any common area, the City of Shawnee, Kansas is hereby granted a perpetual easement in such event to enter upon the common area to maintain same.

H. Easements and Right-of-Way. Developer, the Association and, as provided herein, the City of Shawnee, shall have a right of access and an easement to, over and through all of the common area, dedicated easements and platted easements contained within the Association and the subdivision for all purposes which enable such parties to perform their obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of utilities for the common area in the subdivision.

I. Insurance. The Board of Directors shall obtain and maintain, to the extent obtainable, fire and other hazard insurance of standard extended coverage, vandalism and malicious mischief endorsements, insuring all common area and improvements thereon, and public liability insurance in such limits as the Board of Directors may from time to time determine, covering the same common area and improvements with cross liability endorsement to cover the members and owners in the Association. The Board of Directors may also obtain such other insurance as it may

determine from time to time to be necessary with all premiums for all policies purchased by the Association to be charged as a common expense over all property contained within the subdivision and to be paid from the assessments thereon.

J. Annexation of Additional Land. Developer shall have the right to annex additional land into the subdivision and the Association, in which event the owners in such additional, annexed land shall have the same rights in the Association as are contained herein. Upon Annexation, the owners of such additional land shall have the same rights to the common areas in the Association and the same right of ingress and egress to the property as the original owners. All annexations shall be made by Developer filing a declaration of annexation, describing the property to be annexed, in the office of the Register of Deeds of Johnson County, Kansas.

25. Notices. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent and received when mailed, postage prepaid to the last known address of the person who appears as an owner on the records of the County Appraiser and Register of Deeds of Johnson County, Kansas at the time of such mailing.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument on this day and year first above written.

10<sup>2</sup> 1986 MAY 27 11:24 9  
RUDIE M SCOTT  
REGISTER OF DEEDS  
COUNTY OF JOHNSON

RED OAK HILLS PARTNERSHIP  
Developer

By David K. Miller  
David K. Miller, Partner

STATE OF KANSAS )  
                          ) ss.:  
COUNTY OF JOHNSON )

On this 21st day of May, 1986, before me, a Notary Public in and for said county and state, personally appeared David K. Miller, Partner of Red Oak Hills Partnership, known to me to be the person who executed the within Declaration of Restrictions on behalf of said partnership and acknowledged to me that he executed the same for the purposes therein stated.

MEG L KERSTETTER  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appointment Expires 11-1-89

Meg L Kerstetter  
Notary Public

My Commission Expires: 11-1-89

State of Kansas  
Olathe, Kansas 66061-0205  
(913) 782-5522

1768975  
RESTRICTIONS

3963 accen

I, David K. Miller, Trustee for Red Oak Hills Partnership, hereby state that certain restrictions filed in Volume 2104, Page 605, hereby affect the following said property:

Lots 40-47, Block 2, REPLAT OF RED OAK HILLS  
SECOND PLAT, Lots 3,7-11, and Open Space,  
Block 2, a subdivision in the City of Shawnee,  
Johnson County, Kansas; and,

Lots 31-40, Block 1, REPLAT OF RED OAK HILLS,  
FIRST PLAT, Lots 5 and 6, Block 1, Lots 20-27,  
Block 1, and Tract A, Block 5.

The above said property, prior to its replatting, was encumbered by said restrictions filed in Volume 2104, Page 605. The restrictions run with the land, and therefore encumber the replatted property as stated above. This instrument is being given to merely clarify that the ground is indeed restricted.

Dated this 2nd day of February, 1988, by,

STATE OF KANSAS  
COUNTY OF JOHNSON  
FIELD FILE RECORD

1988 FEB -3 P 1:52 3

ALBERT SCOTT  
REGISTER OF DEEDS

State of Kansas  
County of Johnson

David K. Miller  
David K. Miller, Trustee  
Red Oak Hills Partnership

On this 2nd day of February, 1988, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared David K. Miller, Trustee for Red Oak Hills Partnership, to me personally known to be the same person who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth.  
In witness whereof, I have hereunto set my hand and Notary Seal the day and year last above written.

MEG. L. KERSTETTER  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appointment Expires 11-1-89

Meg L Kerstetter  
Notary Public

My commission expires: November 1, 1989

VOL 2737 PAGE 231





2778851

ASSIGNMENT OF DEVELOPER RIGHTS

THIS ASSIGNMENT, made as of this ~~18th~~ day of December, 1997, between RED OAK HILLS PARTNERSHIP, a Partnership (hereinafter referred to as "Developer") and RED OAK HILLS HOMES ASSOCIATION, INC., a Kansas not-for-profit corporation (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Developer did reserve certain rights, privileges, powers and interests in and to itself as stated in that certain Declaration of Restrictions for Red Oak Hills, a subdivision in Johnson County, Kansas dated July 11, 1979 (the "Original Restrictions") executed by Red Oak Hills Partnership, and recorded in the Office of the Register of Deeds of Johnson County, Kansas on July 12, 1979, in Volume 1483, at Page 170, and as stated in that certain First Amended Declaration of Restrictions dated October 31, 1984 (the "First Amended Restrictions") executed by Red Oak Hills Partnership and recorded with the Register of Deeds of Johnson County, Kansas on December 28, 1984, as document number 1509353, in Volume 2104, at Page 605, and as stated in that certain Certificate of Substantial Completion and Declaration of Homes Association dated May 21, 1986 (the "Association Declaration") executed by Red Oak Hills Partnership and recorded with the Register of Deeds of Johnson County, Kansas on May 27, 1986, as document 1606940, in Volume 2344 at Page 832, and as stated in that certain Restrictions for replats in Red Oak Hills dated February 2, 1988 (the "Replat Restrictions") executed by Red Oak Hills Partnership, and recorded in the office of the Register of Deeds on February 3, 1988, as document 1768975, in Volume 2737 at Page 231; and

WHEREAS, the Association has been formed under the laws of the State of Kansas for the purpose of assuming the maintenance and operation of the subdivision known as RED OAK HILLS; and

WHEREAS, Developer now desires to assign, convey and transfer unto RED OAK HILLS HOMES ASSOCIATION, INC., a Kansas not-for-profit corporation, all of the rights, reservations, interests, privileges and powers heretofore reserved by it; and

WHEREAS, the Association is desirous of accepting such assignment from the Developer.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. That all rights, reservations, interests, privileges and powers heretofore reserved by or to Developer are hereby unconditionally assigned and conveyed by Developer to the RED OAK HILLS HOMES ASSOCIATION, INC., its successors and assigns.

2. That the Association hereby accepts all of said rights, reservations, interests, privileges and powers herein assigned and conveyed to it by Developer. The Association further

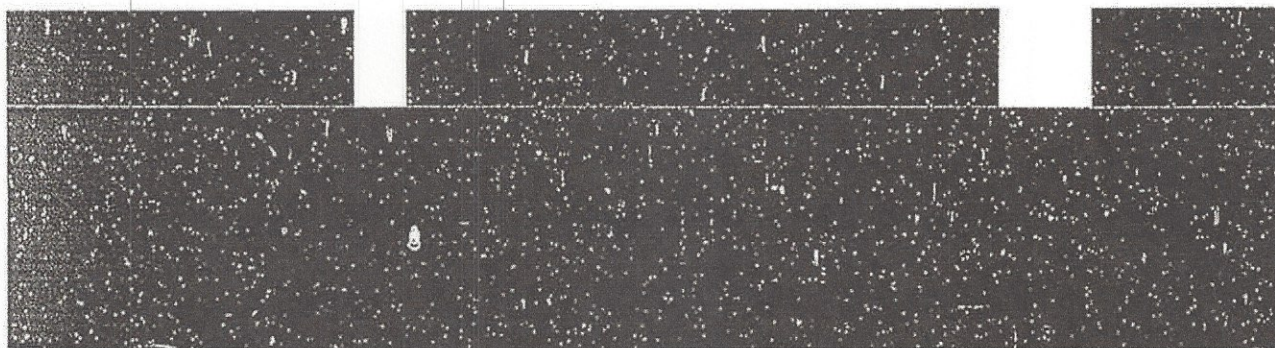
BOOK 5421 PAGE 128

EXHIBIT

5

www.legisource.com No. 707

10/28/97



acknowledges that any financial obligation by Developer by virtue of assessment or otherwise, has been completed.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

RED OAK HILLS PARTNERSHIP

By: David K. Miller  
Name: DAVID K. MILLER  
Title: Managing Partner

RED OAK HILLS HOMES ASSOCIATION, INC., a Kansas not-for-profit corporation

By: Robert A. Garrity  
Name: ROBERT A. GARRITY  
Title: TREASURER

STATE OF KANSAS ] ss  
COUNTY OF JOHNSON ]  
FILED 12-14-1997

1000 1998 JAN -6 A 10: 35 .2

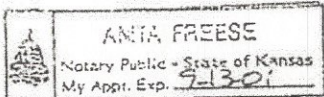
SARA F. DILLON, M.  
REGISTER OF DEEDS

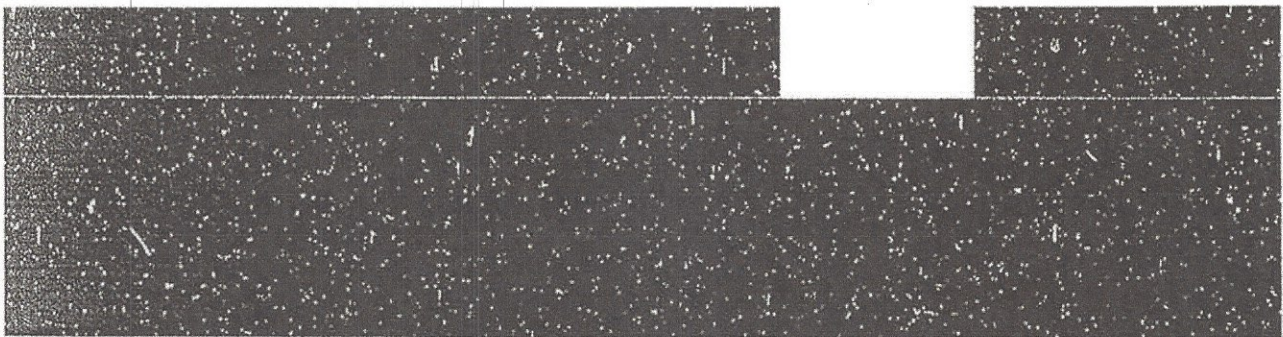
STATE OF KANSAS )  
                          ) ss.  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 2nd day of December, 1997, before me, a Notary Public in and for said County and State, came David K. Miller Managing Partner of RED OAK HILLS PARTNERSHIP, a KS General Partnership, who is personally known to me to be the same person who executed as such officer the within instrument or writing on behalf of such partnership, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Antia Freese  
Notary Public



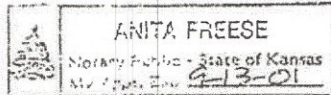


STATE OF KANSAS )  
 ) ss.  
 COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 12th day of December, 1997, before me, a Notary Public in and for said County and State, came Robert A. Garrity, Treasurer of RED OAK HILLS HOMES ASSOCIATION, INC., a not-for-profit corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the same person who executed as such officer the within instrument or writing on behalf of such not-for-profit corporation, and such person duly acknowledged the execution of the same to be the act and deed of said not-for-profit corporation.

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

Anita Freese  
 Notary Public



2989074 /

2600

NOTICE OF AMENDMENT  
TO  
DECLARATION OF RESTRICTIONS  
OF  
RED OAK HILLS

STATE OF KANSAS }  
COUNTY OF JOHNSON } SS  
FILED FOR RECORD

1999 MAY 14 P 1:21.9

SARA F. ULLMANN  
REGISTER OF DEEDS

The undersigned, being all the members of the Board of Directors of Red Oak Hills Homes Association, Inc., (the "Board") state as follows:

1. Red Oak Hills Homes Association, Inc. is a duly formed and authorized not-for-profit corporation in good standing pursuant to the laws of the state of Kansas.
2. This Notice of Amendment to Declaration of Restrictions of Red Oak Hills applies to the following described real property:

Red Oak Hills, Red Oak Hills First Plat, Red Oak Hills Second Plat, Red Oak Hills Third Plat, and all replats thereof, all being subdivisions in the City of Shawnee, Johnson County, Kansas.

3. A certain Declaration of Restrictions was recorded on July 12, 1979, in the office of the Register of Deeds of Johnson County, Kansas, in Volume 1483 at Page 170 (the "Original Restrictions") effecting certain portions of the real property described above .
4. The Original Restrictions provide that the Original Restrictions shall be binding for twenty (20) years from the date of recording and shall automatically be extended unless by vote of the majority of the then owners of the real estate according to square feet, it is agreed to change the Original Restrictions, in whole or in part.
5. During the month of March, 1999, the Board took a vote of the members of the Association who own real property subject to the Original Restrictions, said vote calling for approval or disapproval of the AMENDMENT TO DECLARATION OF RESTRICTIONS

2600



BOOK 6171 PAGE 244

Proposed August 1998 RED OAK HILLS SUBDIVISION (the "Amendment," copy attached herewith as Exhibit A).

6. The Amendment contains signatures of voters who approved the Amendment by vote in person, as well as notations of "approved by mail." All such notations of "approved by mail" indicate that a valid proxy ballot was cast, said proxy ballots being in the possession of the Secretary of the Board and to be retained in the records of the Association.

7. Of the 54 lots subject to the Original Restrictions, the membership interests represented by 37 lots voted to approve the Amendment.

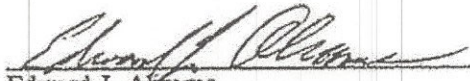
8. Votes for approval of the Amendment constitute a 68.5% majority approval as counted by the lots subject to the Original Restriction.

9. Votes for approval of the Amendment constitute majority approval as counted by square feet of real property subject to the Original Restrictions.

10. Each of the undersigned Board members have personally counted the votes, whether such votes were made in person or by valid proxy, and hereby certify that (a) all voters who cast a vote were entitled to vote pursuant to the applicable declarations and by-laws; and (b) 68.5% of the membership interests as counted by lots have approved the Amendment; and (c) a majority of the membership interests as counted by square feet of the subject real property have approved the Amendment.

The Amendment shall be effective as to all of the land subject to the Original Restrictions, effective the 12th day of July, 1999.

**BOARD OF DIRECTORS OF  
RED OAK HILLS HOMES ASSOCIATION, INC.**

  
\_\_\_\_\_  
Edward J. Abrams  
17731 West 68th Terrace  
Shawnee, Kansas 66217

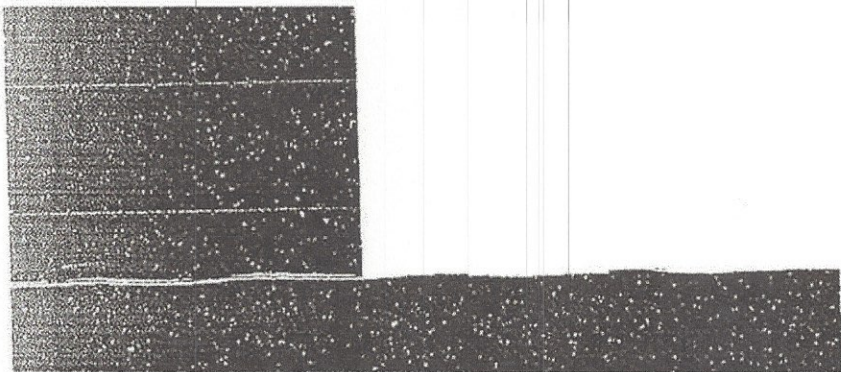
STATE OF KANSAS            )  
  ) ss  
COUNTY OF JOHNSON    )

On this 11<sup>th</sup> day of May, 1999, before me, a Notary Public in and for said County and State, personally appeared Edward J. Abrams known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

VIVIAN LEE HENRY  
Notary Public - State of Kansas  
My Appt. Expires 12-01-02



Linda S. Carlson

Linda S. Carlson  
17725 West 68th Terrace  
Shawnee, Kansas 66217

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this 23rd day of April, 1999, before me, a Notary Public in and for said County and State, personally appeared Linda S. Carlson known to me to be the person who executed the within and acknowledged to me that she executed the same for the purpose therein stated.

VIVIAN LEE HENRY  
Notary Public - State of Kansas  
My Appt. Expires 12-01-02

Vivian Lee Henry  
Notary Public

My Commission Expires:

Robert A. Garrity

Robert A. Garrity  
6759 Red Oak Drive  
Shawnee, Kansas 66217

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this 23rd day of April, 1999, before me, a Notary Public in and for said County and State, personally appeared Robert A. Garrity known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

Vivian Lee Henry  
Notary Public

My Commission Expires:

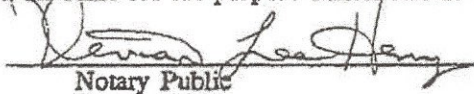
\_\_\_\_\_

  
  
  
\_\_\_\_\_  
Ewald Ehly  
17317 West 70th Street  
Shawnee, Kansas 66217

STATE OF KANSAS        )  
                                  ) ss  
COUNTY OF JOHNSON    )

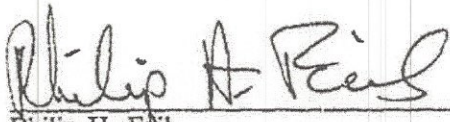
On this 27<sup>th</sup> day of April, 1999, before me, a Notary Public in and for said County and State, personally appeared Ewald Ehly known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

~~VIVIAN LEE HENRY  
Notary Public - State of Kansas  
My Appt. Expires~~

  
\_\_\_\_\_  
Notary Public

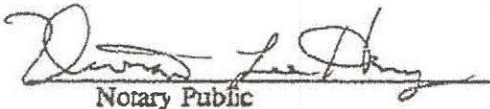
My Commission Expires:

VIVIAN LEE HENRY  
Notary Public - State of Kansas  
My Appt. Expires 4-1-02

  
\_\_\_\_\_  
Philip H. Feil  
6714 Vahalla Drive  
Shawnee, Kansas 66217

STATE OF KANSAS        )  
                                  ) ss  
COUNTY OF JOHNSON    )

On this 11<sup>th</sup> day of May, 1999, before me, a Notary Public in and for said County and State, personally appeared Philip H. Feil known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

VIVIAN LEE HENRY  
Notary Public - State of Kansas  
My Appt. Expires 4-01-02



*John E. Nigro*

John E. Nigro  
17802 West 69th Street  
Shawnee, Kansas 66217

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this 7<sup>th</sup> day of May, 1999, before me, a Notary Public in and for said County and State, personally appeared John E. Nigro known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

JONI A. PFLUMM  
Notary Public - State of Kansas  
My Appt. Expires 8/29/2000

*Joni A. Pflumm*  
Notary Public

My Commission Expires:

*Thomas Beckenbaugh*

Thomas Beckenbaugh  
6705 Vahalla Drive  
Shawnee, Kansas 66217

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this 20<sup>th</sup> day of April, 1999, before me, a Notary Public in and for said County and State, personally appeared Thomas Beckenbaugh known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

*Vivian Lee Henry*  
Notary Public

My Commission Expires:

VIVIAN LEE HENRY  
Notary Public - State of Kansas  
My Appt. Expires 12-01-02

James M. Conklin

James M. Conklin  
7023 Clairborne Court  
Shawnee, Kansas 66217

STATE OF KANSAS     )  
                                  ) ss  
COUNTY OF JOHNSON   )

On this 23rd day of April, 1999, before me, a Notary Public in and for said County and State, personally appeared James M. Conklin known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

AMY S. HUBBARD  
Notary Public - State of Kansas  
My Appt. Expires 2/26/03

Amy S. Hubbard  
Notary Public

My Commission Expires:

Thomas K. Quick

Thomas K. Quick  
17700 West 67th Terrace  
Shawnee, Kansas 66217

STATE OF KANSAS     )  
                                  ) ss  
COUNTY OF JOHNSON   )

On this 12 day of May, 1999, before me, a Notary Public in and for said County and State, personally appeared Thomas K. Quick known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

Joni A. Pflumm  
Notary Public

My Commission Expires:

JONI A. PFLUMM  
Notary Public - State of Kansas  
My Appt. Expires 7/29/2000

**AMENDMENT TO DECLARATION OF RESTRICTIONS**

*Proposed August 1998*

**RED OAK HILLS SUBDIVISION**

The undersigned are the owners of real estate in Red Oak Hills, a subdivision in the City of Shawnee, Johnson County, Kansas, said real estate being legally described on the following pages.

WHEREAS, certain declaration of restrictions effecting the following described real estate has been recorded with the Register of Deeds of Johnson County, Kansas, in Volume 1483 at Page 170 (hereinafter the "Restrictions"); and

WHEREAS, the Restrictions provide as follows:

All building designs and square footage of houses must be approved by the developer, and unless otherwise specified by the developer, all roofs will be wood shingles. . .

WHEREAS, the developer, Red Oak Hills Partnership, filed certain other declarations regarding Red Oak Hills subdivision in Volume 2104 at Page 605 and in Volume 2737 at Page 231, as well as a Certificate of Substantial Completion and Declaration of Homes Association in the office of the Register of Deeds of Johnson County, Kansas, on May 27, 1986, as document number 1606940 in Volume 2344 at Page 832, said certificate declaring the Red Oak Hills subdivision substantially complete and declaring the formation of the Red Oak Hills Homes Association, Inc. The Red Oak Hills Homes Association, Inc., was established as a Kansas not-for-profit corporation by filing its Articles of Incorporation on May 20, 1986. The developer, Red Oak Hills Partnership, assigned its rights under the Restrictions to Red Oak Hills Homes Association, Inc. on December 22, 1997.

WHEREAS, the undersigned constitute a simple majority of the current owners of all of the real estate that is subject to the Restrictions (hereafter the "Property"); and

WHEREAS, it is the desire of the undersigned to amend the Restrictions and to cause the dates of future amendment opportunities to occur simultaneously with all declarations mentioned above and to cause any votes taken regarding future amendments to be taken in whole as one vote for all real estate bound by such Restrictions and declarations;

WHEREAS, it is the desire of the undersigned to clarify certain wording contained in the last numbered paragraph of the Restrictions;

NOW, THEREFORE, the undersigned do hereby agree and consent to amend the Restrictions, and herewith to restrict the Property in the following manner:

BOOK 6171 PAGE 251  
EXHIBIT A

The words

*All building designs and square footage of houses must be approved by the developer, and unless otherwise specified by the developer, all roofs will be wood shingles,*

shall be and are hereby deleted and shall hereby no longer be part of the Restrictions, and the words

*All building shall be erected, placed or altered, including but not limited to replacement of any roof, on any lot subject to the Restrictions until the building plans, specifications, materials and, if applicable, a plot plan have been approved by the Architectural Committee of the Red Oak Hills Homes Association, Inc. Materials and specifications of all roofs must comply with the materials and specifications in effect as approved by simple majority vote of the membership of the Red Oak Hills Homes Association, Inc., such vote to be taken no more frequently than once every five years, beginning in the year 2004 and every five years thereafter. Furthermore, the same type of roofing material currently installed on a home shall be used in any roof repairs or additions requiring the extension of the existing roof*

shall be and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

The words

*. . . successive periods of ten (10) years unless by vote of the majority of the then owners of the real estate according to square feet,*

shall be and are hereby deleted and shall hereby no longer be part of the Restrictions, and the words

*. . . successive periods of five (5) years from the date of recording this amendment unless by vote of the majority of the then owners of the real estate according to the number of lots,*

shall be and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

The words

*The owner or owners of any part of said land, or the Homes Association, if formed, shall have the right to sue for and maintain an injunctive preventive or mandatory to prevent the breach or enforce the observance of any of the*

restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions.

shall be and are hereby deleted and shall hereby no longer be part of the Restrictions, and the words

The owner or owners of any part of said land, or the Homes Association, if formed, shall have the right to sue for and maintain an injunction preventive or mandatory to prevent the breach of enforce the observance of any of the restrictions herein set forth. Failure to exercise the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions.


shall be and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

The undersigned owners of the below described real estate in Red Oak Hills, a subdivision in the City of Shawnee, Johnson County, Kansas, do hereby consent and agree to amend the Restrictions as described above:

Plat	Block	Lot	Address	Name (Printed)	Signature
2	2	36	6934 Red Oak Drive		
2	2	37	7000 Red Oak Drive	DONALD W. CLINE	Donald W. Cline
2	2	38	7016 Red Oak Drive	approved by mail -	Gloria Standish
2	2	39	7028 Red Oak Drive	approved by mail -	Christopher Flynn
3	3	87	17214 W. 70th Street		
3	3	88	17210 W. 70th Street	approved by mail -	Robert Schroeder
3	3	89	17206 W. 70th Street	approved by mail -	Paul Cummings
2	5	37	6933 Red Oak Drive	Kim Haben	Kim Haben
2	5	38	17710 W. 70th Street	Steve Simon	Steve Simon
2	5	39	17616 W. 70th Street	CRAIG CEZAR	Craig Cezar
2	5	40	17604 W. 70th Street		
2	6	1	7029 Red Oak Court	approved by mail -	Michael Blicher
2	6	2	7027 Red Oak Court	approved by mail -	Harold Sargent
2	6	3	7023 Red Oak Court		
2	6	4	7019 Red Oak Court		
2	6	5	7015 Red Oak Court	Ken Collyard	Ken Collyard
2	6	6	7011 Red Oak Court	Shirley Long	Shirley Long
2	6	7	7007 Red Oak Court	Shirley Long	Shirley Long

Plat	Block	Lot	Address	Name (Printed)	Signature
2	6	8	7003 Red Oak Court	Sharon Bellas	Sharon Bellas
2	6	9	17719 W. 70th Street	approved by mail	- Calvin Kerner
2	6	10	17711 W. 70th Street	approved by mail	- Dale Kuntzman
2	6	11	17617 W. 70th Street	Anoush Gharavi	Anoush Gharavi
2	6	12	17609 W. 70th Street		
2	6	13	17601 W. 70th Street	approved by mail	- Robert Pulop
2	6	14	17531 W. 70th Street		
2	6	15	17525 W. 70th Street		
2	6	16	17519 W. 70th Street	approved by mail	- Kevin Leslie
2	6	17	17503 W. 70th Street	Debbie Hamilton	Debbie Hamilton
2	6	18	17437 W. 70th Street	approved by mail	- Carl Stromberg
2	6	19	17429 W. 70th Street	approved by mail	- Brian McKeen
2	6	20	17423 W. 70th Street	Kathy J. Steckler	Kathy J. Steckler
2	6	21	17419 W. 70th Street	Carolyn Andersen	Carolyn Andersen
3	6	22	17415 W. 70th Street	approved by mail	- Jim West
3	6	23	17411 W. 70th Street	Julinda Hill	Julinda Hill
3	6	24	17407 W. 70th Street		
3	6	25	17403 W. 70th Street	approved by mail	- Eric Brandenburg
3	6	26	17317 W. 70th Street	Eph Ehly	Eph Ehly
3	6	27	7007 Clairborne Court		
3	6	28	7011 Clairborne Court		
3	6	29	7015 Clairborne Court	approved by mail	- Robert Smith
3	6	30	7019 Clairborne Court	approved by mail	- William McKinley
3	6	31	7023 Clairborne Court	Jim Conklin	Jim Conklin
3	6	32	7027 Clairborne Court		
3	6	38	7031 Clairborne Court	approved by mail	- Scott Miller
3	6	39	7035 Clairborne Court	approved by mail	- Ed Hoffman
3	6	40	17205 W. 70th Street		
3	8	1	17309 W. 70th Street		
3	8	2	17301 W. 70th Street		
3	8	3	17241 W. 70th Street	approved by mail	- Sherri Butcherhoff
3	8	6	7012 Clairborne Court		
3	8	7	7022 Clairborne Court	approved by mail	- Barbara Bremer
3	8	8	7026 Clairborne Court	approved by mail	- James Torak
3	8	10	17233 W. 70th Street	Patti Unberger	Patti Unberger
3	8	11	7032 Clairborne Court	A.G. DON CARLOS	A.G. Don Carlos

Rebecca L. Davis, Register of Deeds, Johnson County, Kansas

  
 20050503-0001409 05/03/2005  
 P: 1 of 18 F: 576 00 04:32:53 PM  
 Register of Deeds T20050023988  
 Johnson Co ROD B 200505 P.001409

REGISTER OF DEEDS COVER SHEET

TYPE OF DOCUMENT: NOTICE OF AMENDMENT TO FIRST AMENDED  
 DECLARATION OF RESTRICTIONS OF RED OAK HILLS  
 1<sup>ST</sup> PARTY: BOARD OF DIRECTORS OF RED OAK HILLS HOMES  
 ASSOCIATION, INC.  
 2<sup>ND</sup> PARTY: NONE.  
 LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT B

11 South Cherry Street, PO Box 700, Olathe, Kansas 66051-0700  
 (913) 715-2300 FAX (913) 715-2310  
[Rod@jocoks.com](mailto:Rod@jocoks.com) \* <http://www.jocoks.com/rod>

99999 / 27783  
 ALGRA 1117078



**NOTICE OF AMENDMENT  
TO  
FIRST AMENDED DECLARATION OF RESTRICTIONS  
OF  
RED OAK HILLS**

The undersigned, being all the members of the Board of Directors of Red Oak Hills Homes Association, Inc., (the "Board") state as follows:

1. Red Oak Hills Homes Association, Inc. is a duly formed and authorized not-for-profit corporation in good standing pursuant to the laws of the state of Kansas.

2. This Notice of Amendment to First Amended Declaration of Restrictions of Red Oak Hills applies to the following described real property:

Red Oak Hills, Red Oak Hills First Plat, Red Oak Hills Second Plat, Red Oak Hills Third Plat, and all replats thereof, all being subdivisions in the City of Shawnee, Johnson County, Kansas.

3. A certain First Amended Declaration of Restrictions was recorded on December 28, 1984, in the office of the Register of Deeds of Johnson County, Kansas, in Volume 2104 at Page 605 (the "First Amended Restrictions") effecting certain portions of the real property described above.

4. The First Amended Restrictions provide that the First Amended Restrictions shall be binding for twenty (20) years from the date of recording and shall automatically be extended unless by vote of the majority of the then owners of the real estate according to square feet, it is agreed to change the First Amended Restrictions, in whole or in part.

5. During the month of October 2004, the Board took a vote of the members of the Association who own real property subject to the First Amended Restrictions, said vote calling for approval or disapproval of the AMENDMENT TO FIRST AMENDED DECLARATION OF

  
20050503-0001409 05/03/2005  
P: 2 of 18 04:32:53 PM  
Register of Deeds T20050023988  
Johnson Co ROD B 200505 P-001409



RESTRICTIONS Proposed October 2004 RED OAK HILLS SUBDIVISION (the "Amendment," copy attached herewith as Exhibit A).

6. The Amendment contains signatures of voters who approved the Amendment by vote in person, as well as notations of "proxy." All such notations of "proxy" indicate that a valid proxy ballot was cast, said proxy ballots being in the possession of the Secretary of the Board and to be retained in the records of the Association.


7. Of the 187 lots subject to the First Amended Restrictions, the membership interests represented by 131 lots voted to approve the Amendment.

8. Votes for approval of the Amendment constitute a 70.1% majority approval as counted by the lots subject to the First Amended Restrictions.

9. Votes for approval of the Amendment constitute majority approval as counted by square feet of real property subject to the First Amended Restrictions.

10. Each of the undersigned Board members has personally counted the votes, whether such votes were made in person or by valid proxy, and hereby certify that (a) all voters who cast a vote were entitled to vote pursuant to the applicable declarations and bylaws; and (b) 70.1% of the membership interests as counted by lots have approved the Amendment; and (c) a majority of the membership interests as counted by square feet of the subject real property have approved the Amendment.

The Amendment shall be effective as to all of the land subject to the First Amended Restrictions, effective the 28th day of December, 2004.



20050503-0001409 05/03/2005  
 P 3 of 18 04:32:53 PM  
 Register of Deeds T20050023998  
 Johnson Co ROD 8 200505 P.001409

**BOARD OF DIRECTORS OF  
RED OAK HILLS HOMES ASSOCIATION, INC.**

*Darrin A. Blackmore*

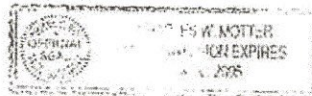
Darrin A. Blackmore  
6741 Clairborne Road  
Shawnee, Kansas 66217

STATE OF KANSAS )  
) SS  
COUNTY OF JOHNSON )

On this 1<sup>st</sup> day of November 2004, before me, a Notary Public in and for said County and State, personally appeared Darrin A. Blackmore known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

*Charles W. Motter*  
Notary Public Charles W. Motter

My Commission Expires: 11/10/05



*John F. Brent*

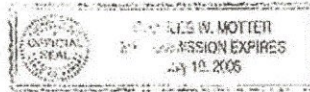
John F. Brent  
17730 68<sup>th</sup> Terrace  
Shawnee, Kansas 66217

STATE OF KANSAS )  
) SS  
COUNTY OF JOHNSON )

On this 1<sup>st</sup> day of November 2004, before me, a Notary Public in and for said County and State, personally appeared John F. Brent known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

*Charles W. Motter*  
Notary Public Charles W. Motter

My Commission Expires: 11/10/05



Darrell D. Cantrell

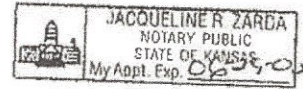
Darrell D. Cantrell  
6639 Red Oak Drive  
Shawnee, Kansas 66217

STATE OF KANSAS )  
 ) SS  
COUNTY OF JOHNSON )

On this 22<sup>nd</sup> day of Nov, 2004, before me, a Notary Public in and for said County and State, personally appeared Darrell D. Cantrell known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

Jacqueline R. Zarda  
Notary Public Jacqueline R. Zarda

My Commission Expires: 06-29-05



Linda S. Carlson

Linda S. Carlson  
17725 W. 68<sup>th</sup> Terrace  
Shawnee, Kansas 66217

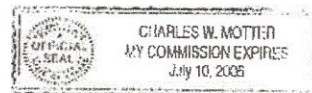
STATE OF KANSAS )  
 ) SS  
COUNTY OF JOHNSON )

On this 6<sup>th</sup> day of December, 2004, before me, a Notary Public in and for said County and State, personally appeared Linda S. Carlson known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.



Charles W. Mottler  
Notary Public Charles W. Mottler

My Commission Expires: 7/10/05



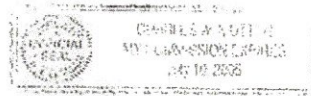
*Carole J. Collyard*  
Carole J. Collyard  
7015 Red Oak Ct.  
Shawnee, Kansas 66217

STATE OF KANSAS )  
) SS  
COUNTY OF JOHNSON )

On this 18th day of September, 2004, before me, a Notary Public in and for said County and State, personally appeared Carole J. Collyard known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

*Charles W. Miller*  
Notary Public Charles W. Miller

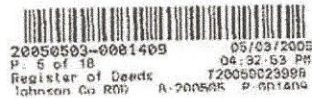
My Commission Expires: 11/10/05



*Philip H. Feil*  
Philip H. Feil  
6714 Vahalla Drive  
Shawnee, Kansas 66217

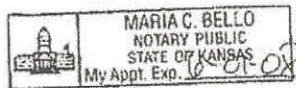
STATE OF KANSAS )  
) SS  
COUNTY OF JOHNSON )

On this 20th day of November, 2004, before me, a Notary Public in and for said County and State, personally appeared Philip H. Feil known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.



*Maria C. Bello*  
Notary Public Maria C. Bello

My Commission Expires: Some d. 2008



Anoush Gharavi

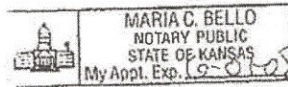
Anoush Gharavi  
17617 W. 70<sup>th</sup> Street  
Shawnee, Kansas 66217

STATE OF KANSAS )  
 ) SS  
COUNTY OF JOHNSON )

On this 20<sup>th</sup> day of November 2004, before me, a Notary Public in and for said County and State, personally appeared Anoush Gharavi known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

Maria C. Bello  
Notary Public Maria C. Bello

My Commission Expires: Some of 2008



Diane M. Plagge

Diane M. Plagge  
17215 W. 67<sup>th</sup> Street  
Shawnee, Kansas 66217

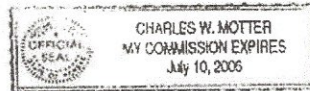
STATE OF KANSAS )  
 ) SS  
COUNTY OF JOHNSON )

On this 15<sup>th</sup> day of November, 2004, before me, a Notary Public in and for said County and State, personally appeared Diane M. Plagge known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.



Charles W. Motter  
Notary Public Charles W. Motter

My Commission Expires: 7/10/05



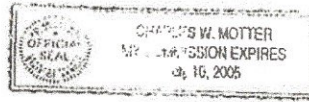
*Tammy L. Shepherd*  
 Tammy L. Shepherd  
 17836 W. 69<sup>th</sup> Street  
 Shawnee, Kansas 66217

STATE OF KANSAS )  
 ) SS  
 COUNTY OF JOHNSON )

On this 16<sup>th</sup> day of February, 2004, before me, a Notary Public in and for said County and State, personally appeared Tammy L. Shepherd known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.

*Charles W. Motter*  
 Notary Public Charles W. Motter

My Commission Expires:  
 2/10/05



20050503-0001409 03/03/2005  
 P. 9 of 10 04:32:53 PM  
 Register of Deeds T2005002998  
 Johnson Co ROB R-200505 P-001409

EXHIBIT A

AMENDMENT TO FIRST AMENDED  
DECLARATION OF RESTRICTIONS

*Proposed October 2004*

RED OAK HILLS SUBDIVISION

The undersigned are the owners of real estate in Red Oak Hills, a subdivision in the City of Shawnee, Johnson County, Kansas, said real estate being legally described on the following pages.

WHEREAS, certain declaration of restrictions effecting the following described real estate has been recorded with the Register of Deeds of Johnson County, Kansas, in Volume 2104 at Page 605 (hereinafter the "Restrictions") and in Volume 2757 at Page 231; and

WHEREAS, the Restrictions provide as follows:

All building designs and square footage of houses must be approved by the developer, and unless otherwise specified by the developer, all roofs will be wood shingles.

WHEREAS, the developer, Red Oak Hills Partnership, filed certain other declarations regarding Red Oak Hills subdivision in Volume 1483 at Page 170 as well as a Certificate of Substantial Completion and Declaration of Homes Association in the office of the Register of Deeds of Johnson County, Kansas, on May 27, 1986, as document number 1606940 in Volume 2344 at Page 832, said certificate declaring the Red Oak Hills subdivision substantially complete and declaring the formation of the Red Oak Hills Homes Association, Inc. The Red Oak Hills Homes Association, Inc. was established as a Kansas not-for-profit corporation by filing its Articles of Incorporation on May 20, 1986. The developer, Red Oak Hills Partnership, assigned its rights under the Restrictions to Red Oak Hills Homes Association, Inc. on December 22, 1997.

WHEREAS, the undersigned constitute a simple majority of the current owners of all of the real estate that is subject to the Restrictions (hereafter the "Property"); and

WHEREAS, it is the desire of the undersigned to amend the Restrictions and to cause the dates of future amendment opportunities to occur simultaneously with all declarations mentioned above and to cause any votes taken regarding future amendments to be taken in whole as one vote for all real estate bound by such Restrictions and declarations;

WHEREAS, it is the desire of the undersigned to clarify certain wording contained in the last numbered paragraph of the Restrictions;

NOW, THEREFORE, the undersigned do hereby agree and consent to amend the Restrictions, and herewith to restrict the Property in the following manner:

20050303-0001409  
08/11/2005  
04:32:52 PM  
T20050023558  
Register of Deeds  
Johnson Co R0D  
B 200505 P:001409

The words

*All building designs and square footage of houses must be approved by the developer, and unless otherwise specified by the developer, all roofs will be wood shingles,*

shall be and are hereby deleted and shall hereby no longer be part of the Restrictions, and the words

*No building shall be erected, placed or altered, including but not limited to replacement of any roof, on any lot subject to the Restrictions until the building plans, specifications, materials and, if applicable, a plot plan have been approved by the Architectural Committee of the Red Oak Hills Homes Association, Inc. Materials and specifications of all roofs must comply with the materials and specifications in effect as approved by simple majority vote of the membership of the Red Oak Hills Homes Association, Inc., such vote to be taken no more frequently than once every five years, beginning in the year 2009 and every five years thereafter. Furthermore, the same type of roofing material currently installed on a home shall be used in any roof repairs or additions requiring the extension of the existing roof*

shall be and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

The words

*. . . successive periods of ten (10) years unless by vote of the majority of the then owners of the real estate according to square feet,*

shall be and are hereby deleted and shall hereby no longer be part of the Restrictions, and the words

*. . . successive periods of five (5) years from the date of recording this amendment unless by vote of the majority of the then owners of the real estate according to the number of lots,*

shall be and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

The words

*The owner or owners of any part of said land, or the Homes Association, if formed, shall have the right to sue for and maintain an injunction preventive or mandatory to prevent the breach or enforce the observance of any of the*

20050503-0001409 05/03/2005  
P: 10 01 18 04:32 53 PM  
Register of Deeds T20050023998  
Johnson Co ROD B-200505 P-001409



restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions.

shall be and are hereby deleted and shall hereby no longer be part of the Restrictions, and the words

The owner or owners of any part of said land, or the Homes Association, if formed, shall have the right to sue for and maintain an injunction preventive or mandatory to prevent the breach or enforce the observance of any of the restrictions herein set forth. Failure to exercise the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions.

shall be and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

The undersigned owners of the below described real estate in Red Oak Hills, a subdivision in the City of Shawnee, Johnson County, Kansas, do hereby consent and agree to amend the Restrictions as described above:

Plat	Block	Lot	Address	Name (printed)	Signature
1	1	1	6624 Lind Road		
1	1	2	6628 Lind Road		
1	1	3	6632 Lind Road	John + Marsha Terbanic	<i>John Terbanic</i>
1	1	4	6636 Lind Road	Jeff + Susie Meyers	<i>Susie Meyers</i>
1	1	7	6635 Lind Road	Mike + Patricia Lyles	<i>Patricia Lyles</i>
1	1	8	6631 Lind Road	Latecia Mills	<i>Latecia Mills</i>
1	1	9	6627 Lind Road		
1	1	10	6623 Lind Road	MAR TONIE DICKERSON	<i>Martone Dickerson</i>
1	1	11	17819 W. 66th Terrace	Russell + Lynne Roberts	<i>Lynne Roberts</i>
1	1	12	6634 Red Oak Drive	Joseph + Candice Winters	<i>Joseph Winters</i>
1	1	13	6638 Red Oak Drive	Charles + Carol Bailey	<i>Charles Bailey</i>
1	1	14	6702 Red Oak Drive	Fred + Sheryl D. Gronville	<i>Sheryl Gronville</i>
1	1	15	6706 Red Oak Drive	Michael + Carol Goebel	<i>Carol Goebel</i>
1	1	16	6710 Red Oak Drive	Joyce + Marc Ford	<i>Joyce Ford</i>
1	1	17	6714 Red Oak Drive	Dale + Lee Helfrich	<i>Dale Helfrich</i>
1	1	18	6718 Red Oak Drive	Jane + Mike Ford	<i>Jane Ford</i>
1	1	19	6722 Red Oak Drive		
1	1	31	6640 Lind Road	Karen + Thomas	<i>Karen Thomas</i>
1	1	32	6641 Lind Road	Russell + Thomas	<i>Russell Thomas</i>
1	1	33	6726 Red Oak Drive		
1	1	34	6730 Red Oak Drive		
1	1	35	6736 Red Oak Drive		
1	1	36	6738 Red Oak Drive		

20050503-0001409 05/03/2005  
 P: 31 of 19 04:32:53 PM  
 Register of Deeds 72000023538  
 Johnson Co ROD B 200505 P-001409

1	1	37	6742 Red Oak Drive	Tom & Dawn Ransom	Proxy
1	1	38	6746 Red Oak Drive	Cynthia & Ralston	Proxy
1	1	39	6750 Red Oak Drive	Patricia & R. S. Hostler	Proxy
1	1	40	6754 Red Oak Drive	Peter & Sara	Proxy
1	3	1	17721 W. 66th Terrace	William & Junece Cupito	Proxy
1	3	2	6635 Red Oak Drive	Cliff Rue m her	Proxy
1	3	3	6639 Red Oak Drive	Danell Cantrick	Danell Cantrick
1	3	4	17740 W. 67th Street	John & Caroline Wake	proxy
1	3	5	17736 W. 67th Street		
1	3	6	17732 W. 67th Street	Michael & Sandra Womshar	proxy
1	3	7	17728 W. 67th Street		
1	3	8	17724 W. 67th Street	Michael & Suzanne Gamble	proxy
1	3	9	17720 W. 67th Street		
1	3	10	17716 W. 67th Street	Anne Chestnut	Proxy
1	3	11	17712 W. 67th Street		
1	3	12	17711 W. 67th Street	Bill & L. Anita Oxley	proxy
1	3	13	17713 W. 67th Street		
1	3	14	17719 W. 67th Street		
1	3	15	17727 W. 67th Street	Cheryl & Brook Torney	Cheryl Torney
1	3	16	17735 W. 67th Street	Cheryl & Hansel	Cheryl Torney
1	3	17	17743 W. 67th Street	James & Susan Spauldy	Proxy
1	3	18	6707 Red Oak Drive		
1	3	19	6713 Red Oak Drive	Carole E. D'Alessandro	De or Dora
1	3	20	6717 Red Oak Drive	Rick & Kathy Hehenstret	Proxy
1	3	21	6721 Red Oak Drive	Neil & Marlene Koparc	Proxy
1	3	22	6725 Red Oak Drive		
1	3	23	6731 Red Oak Drive	Heather & John Baroni	Proxy
1	3	24	6737 Red Oak Drive	Dale & Susan Lawes	Dale Lawes
1	3	25	17712 W. 67th Terrace	Tom Van Belt	Tom Van Belt
1	3	26	17708 W. 67th Terrace		
1	3	27	17700 W. 67th Terrace	Tom Quick	Tom Quick
1	3	28	17616 W. 67th Terrace	Jerry Phillips & Eileen Flink	Proxy
1	3	29	17610 W. 67th Terrace	John & Carmel Kuckelmann	Proxy
1	3	30	17604 W. 67th Terrace		
1	3	31	6722 Vahalla Drive	Larry & Angalia Brice	Proxy
1	3	32	6718 Vahalla Drive		
1	3	33	6714 Vahalla Drive	Pete & Sue	Pete & Sue
1	3	34	6710 Vahalla Drive	Nancy & Russ Blunk	Proxy
1	3	35	6706 Vahalla Drive	Katherine Hampton	Proxy
1	3	36	6702 Vahalla Drive	Ray & Janice Chandler	proxy
1	3	37	6701 Vahalla Drive	Rodney & Deborah Hynes	proxy

20180503-0001408  
 05/03/2018 04:32:55 PM  
 P 12 of 16  
 12095003950  
 Register of Deeds  
 Johnson Co SD

1	3	38	6705 Vahalla Drive	Thomas + Belores Buckenbaugh	Proxy
1	3	39	6709 Vahalla Drive	Thomas + Belores Buckenbaugh	Proxy
1	3	40	6713 Vahalla Drive	Ahan + Cherry Russell	Proxy
1	3	41	6717 Vahalla Drive	Wayne + Kristin Mertz	Proxy
1	3	42	6721 Vahalla Drive	Al + Julie Kildon	Proxy
1	3	43	6725 Vahalla Drive	John + Watters Jr.	Proxy
1	4	1	17617 W. 67th Terrace	LOU NEMETH	Proxy
1	4	2	17611 W. 67th Terrace		
1	4	3	6740 Vahalla Court		
1	4	4	6752 Vahalla Court		
1	5	1	17427 W. 67th Terrace		
1	5	2	6733 Vahalla Court	Randy + Emily O'Shea	Proxy
1	5	3	6739 Vahalla Court	Robert + Terri Sudhakar	Proxy
1	5	6	6749 Vahalla Court		
1	5	7	6753 Vahalla Court	Peter + Vera Kelley	Proxy
1	5	8	6757 Vahalla Court	Kent + Sue Goodwin	Proxy
1	5	9	6761 Vahalla Court		
1	5	10	6765 Vahalla Court	Paul A. D'Agostino	Proxy
1	5	11	17709 W. 67th Terrace	Gary + Suzie Turner	Proxy
1	5	12	6743 Red Oak Drive	Michael Tyler	Proxy
1	5	13	6747 Red Oak Drive	Michael Tyler	Proxy
2	1	28	17808 W. 68th Street	Richard + Betty Freese	Proxy
2	1	29	17814 W. 68th Street	Phyllis Quigley	Proxy
2	1	30	17820 W. 68th Street	Jeff + Julie Taylor	Proxy
2	2	1	17819 W. 68th Street	Shirley L. Colman	Proxy
2	2	2	17813 W. 68th Street	Ronald Allen	Proxy
2	2	4	6812 Red Oak Drive		
2	2	5	6820 Red Oak Drive		
2	2	6	6828 Red Oak Drive	Gilbert + Lillian Carter	Proxy
2	2	12	17824 W. 69th Street		
2	2	13	17828 W. 69th Street	John B. + Janet Robinson	Proxy
2	2	14	17832 W. 69th Street	Amos + Betty Jones	Proxy
2	2	15	17836 W. 69th Street	Tommy Shepherd	Proxy
2	2	16	17838 W. 69th Street	Michael B. Moss	Proxy
2	2	17	17840 W. 69th Street	Kirk + Diane Nelson	Proxy
2	2	18	17839 W. 69th Street	Robert T. + Dolores D. Baty	Proxy
2	2	19	17835 W. 69th Street	Pat + Mary P. Petree	Proxy
2	2	20	17831 W. 69th Street	Michael + Fwina Olson	Proxy
2	2	21	17825 W. 69th Street	Melvin + Vicki Waggoner	Proxy
2	2	22	17821 W. 69th Street	Larry + Susan Ziegen	Proxy
2	2	23	17813 W. 69th Street		

20054503-0001425  
 05/03/2005 04:32:53 PM  
 Register of Deeds  
 Johnson Co. ROD B. 200505 P.001405

2	2	24	17805 W. 69th Street	William G Hall	Proxy
2	2	25	17801 W. 69th Street	Demar & Joann Skrupas	Proxy
2	2	26	6914 Red Oak Drive	Bill & Ann McGuff	Proxy
2	2	27	6918 Red Oak Drive	Steven L & Diana McIlvaine	Proxy
2	2	28	17802 W. 69th Terrace	John E. N. 910	John E. N. 910
2	2	29	17806 W. 69th Terrace	Mike & Debbie Roberts	Proxy
2	2	30	17810 W. 69th Terrace		
2	2	31	17814 W. 69th Terrace	MICHAEL J. BUCKLEY	Michael Buckley
2	2	32	17818 W. 69th Terrace	Michael T. & Shelli Micocha	Proxy
2	2	33	17817 W. 69th Terrace	Donald M & Pamela J. McConaill	Proxy
2	2	34	17811 W. 69th Terrace	Michelle Fisk & John W. Wademan	Proxy
2	2	35	6930 Red Oak Drive		
2	2	40	17807 W. 68th Street		
2	2	41	6804 Red Oak Drive		
2	2	42	17802 W. 69th Street	Bill & Lucinda Brice	Proxy
2	2	43	17804 W. 69th Street	Thomas & Janet Renick	Proxy
2	2	44	17808 W. 69th Street		
2	2	45	17812 W. 69th Street	David & Angie Smith	Proxy
2	2	46	17816 W. 69th Street	Allen & Thomas & Judith or Thomas	Proxy
2	2	47	17820 W. 69th Street		
2	5	14	6751 Red Oak Drive		
2	5	15	6755 Red Oak Drive	Mary Lee Eckhoff	Proxy
2	5	16	6759 Red Oak Drive	Robert & Barbara Garrity	Proxy
2	5	17	6801 Red Oak Drive	Robert & Catherine	Proxy
2	5	18	6805 Red Oak Drive	Robert & Catherine	Proxy
2	5	19	6817 Red Oak Drive	John Petersen	John Petersen
2	5	20	6825 Red Oak Drive		
2	5	21	17734 W. 68th Terrace	Doug & Debbie Allen	Proxy
2	5	22	17730 W. 68th Terrace	John F. Brent	John F. Brent
2	5	23	17726 W. 68th Terrace	Catherine Smith, Lynn Berlin	Proxy
2	5	24	17722 W. 68th Terrace	Doreen & Ken Zimmerman	Proxy
2	5	25	17723 W. 68th Terrace	John & Diana Slaughter	Proxy
2	5	26	17725 W. 68th Terrace	Linda S. Carlson	Linda S. Carlson
2	5	27	17727 W. 68th Terrace	Dan & Teresa Wascuna	Proxy
2	5	28	17731 W. 68th Terrace	Edward & Carolyn Abrams	Proxy
2	5	29	17735 W. 68th Terrace	Richard Whitehouse & Judy Whitehouse	Proxy
2	5	30	17739 W. 68th Terrace	Doug & Susan Blowsy	Proxy
2	5	31	17743 W. 68th Terrace	Byron & Dawn Burke	Proxy
2	5	32	6913 Red Oak Drive	Greg D. Schwab	Rebecca Schwab
2	5	33	6917 Red Oak Drive	Daniel Walters & Terry Jeff	Proxy
2	5	34	6921 Red Oak Drive		

20050503-0001408  
 05/03/2005  
 04:32:53 PM  
 Register of Deeds  
 Johnson Co. RD. B.2005032855  
 P.001408

2	5	35	6925 Red Oak Drive	Glen + Linda Kessler	Proxy
2	5	36	6929 Red Oak Drive	Carol + Alice Tulas	Proxy
3	3	45	6716 Millcreek Road		
3	3	46	6712 Millcreek Road		
3	3	47	6708 Millcreek Road	Rosemary + Judith Caday	Proxy
3	3	48	6704 Millcreek Road	Jeffery + Maureen Jarcho	Proxy
3	3	49	6700 Millcreek Road	Richard + Marguerite Blawie	Proxy
3	3	51	6654 Elmridge Road		
3	3	52	17204 W. 67th Street	Rusty R Roberts Tru	Proxy
3	3	54	17212 W. 67th Street	Gerald + Bibbie Young	Proxy
3	3	55	6703 Millcreek Road		
3	3	56	6707 Millcreek Road	Henry Zung	Proxy
3	3	57	6711 Millcreek Road	Sandra + Barbara Shields	Proxy
3	3	59	6729 Clairborne Road		
3	3	60	17216 W. 67th Street	Sigmar Hagberg + Doris	Proxy
3	3	61	17215 W. 67th Street	Doreen G. Grassie	Proxy
3	3	62	6735 Clairborne Road	Diane Plagos	Proxy
3	3	63	6741 Clairborne Road	Karen + Mitchell	Proxy
3	3	64	17224 W. 68th Street	James + Debora Lewis	Proxy
3	3	65	17218 W. 68th Street	Wayne + Catharine Osborn	Proxy
3	3	66	17212 W. 68th Street	Jeffrey + Karen Kinsella	Proxy
3	3	68	17207 W. 67th Street	Thomas + Penny Baird	Proxy
3	3	69	17203 W. 67th Street	Shirley M. Young	Proxy
3	3	72	17213 W. 68th Street	Carlos + Irene Lopez Jr	Proxy
3	3	73	17219 W. 68th Street		
3	3	74	17225 W. 68th Street		
3	3	76	6907 Clairborne Road		
3	3	80	17230 W. 70th Street		
3	3	81	17226 W. 70th Street		
3	3	82	17222 W. 70th Street		
3	5	51	6738 Millcreek Road		
3	5	52	6734 Millcreek Road	Jim + Mary Grassman	Proxy
3	5	53	6730 Millcreek Road		
3	5	54	6726 Millcreek Road		
3	7	2	6737 Millcreek Road		
3	7	4	6813 Millcreek Road	Joseph + Darlene Haggan	Proxy
3	7	5	6907 Millcreek Road	Joseph A. Mruskovich	Proxy
3	7	10	6808 Clairborne Road	Paul + Jill Peterson	Proxy
3	7	11	6804 Clairborne Road	Louis Prater	Proxy
3	7	12	6740 Clairborne Road	Gilbert + Robin Hill	Proxy
3	7	14	6724 Clairborne Road		

20050503 0001465 AS 03 1205  
 04 12 53 PM  
 Register of Deeds  
 Johnson Co. SD 57002

Exhibit B

LEGAL DESCRIPTION

Red Oak Hills First Plat, Block 1, Lots 1-27 and Tract A, Block 3, Lots 1-43 including open space and utility easement, Block 4, Lots 1-4, Block 5, Lots 1-13.

Red Oak Hills First Plat, Re-plat of Lots 5 & 6, Block 1, Lots 20-27, Block 1, Tract A, Block 1.

Red Oak Hills Second Plat, Block 1, Lots 28-30, Block 2, Lots 1-39 including open space and utility easement, Block 5, Lots 14-46 including open space and utility easement, Block 6, Lots 1-21.

Red Oak Hills Second Plat, Replat of Lots 3, 7 thru 11 and open space, Block 2

Red Oak Hills Third Plat, Block 3, Lots 44-83 and Tract B, Block 5, Lots 47-54, Block 6, Lots 22-37, Block 7, Lots 1-14, Block 8, Lots 1-9.


Red Oak Hills Third Plat, Replat of Lots 78, 79 and 83, Block 3, Lots 4,5 and 9, Block 8, Lots 33-37, Block 6.

026873 / 054045  
KJRIN 1157259



20050503-0001409 05/03/2005  
 P. 10 of 18 04:32:53 PM  
 Register of Deeds T20050323990  
 Johnson Co REG 6:200505 P.001409

This page intentionally left blank.

  
20050503-8001409 05/03/2005  
P: 17 of 18 04:32:55 PM  
Register of Deeds T2005032005  
Johnson Co R00 8-200505 P-1001409

This page intentionally left blank.

  
20050503-0001409 05/03/2005  
P: 12 of 18 04:12:03 PM  
Register of Deeds T20050823998  
Johnson Co RCD B.200505 P.001409