

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

8	SECOND AMENDED DECLARATION OF RESTRICTIONS	AMENDS ADDITIONAL DEED RESTRICTIONS (#1 ABOVE)	10/11/2022
9	SECOND AMENDMENT TO FIRST AMENDED DECLARATION OF RESTRICTIONS	AMENDS ADDITIONAL DEED RESTRICTIONS (#2 ABOVE)	10/11/2022

Security Title Company, Inc.
Partnership with Red Oak Hills
8893

COUNTY OF JOHNSON, KANSAS

1279 JUN 12 PM 1 41 .1

DECLARATION OF RESTRICTIONS

700
RECORDS
BY _____ CER.

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.



VOL 1483 PAGE 170

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.



My commission expires:

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; 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.

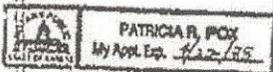
IN WITNESS WHEREOF, the undersigned trustee has caused this instrument to be executed as of the 31st day of Oct, 1984.

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 FOX
My Appl. Exp. 4/22/88

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 RUBIE M. SCOTT
REGISTER OF DEEDS

BY _____ DEP

VOL. 2104 PAGE 609

*Security
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 PAGE 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

Shawnee Park
Olathe, Kansas 66111-0200
(913) 782-5522

1768975
RESTRICTIONS

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 RECORDS

1988 FEB -3 P 1:52 3

ALBERT SCOTT
REGISTER OF DEEDS

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

State of Kansas

County of Johnson

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:

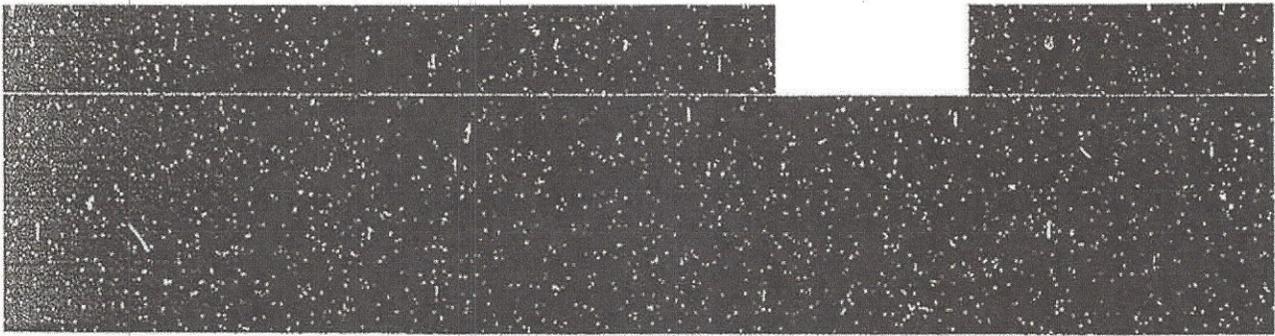
1. That all rights, reservations, interests, privileges and powers heretofore reserved by or to Developer are hereby unconditionally assigned and conveyed by Developer to the RED OAK HILLS HOMES ASSOCIATION, INC., its successors and assigns.

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

10-28-97

BANK 5421-128





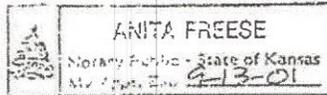
STATE OF KANSAS)
) ss.
 COUNTY OF JOHNSON)

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)

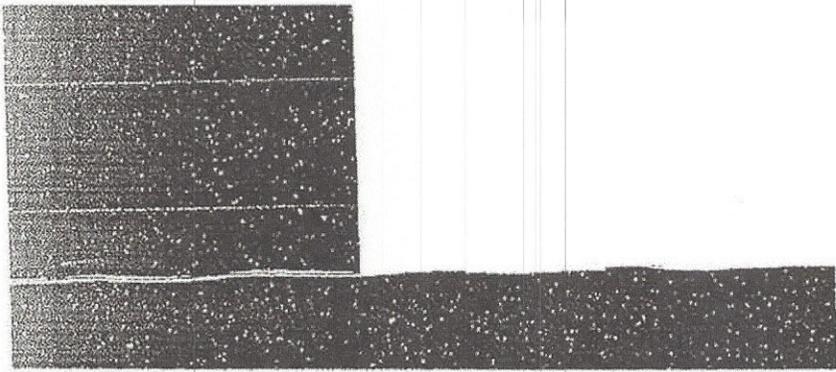
On this 11th day of May, 1999, before me, a Notary Public in and for said County and State, personally appeared Edward J. Abrams known to me to be the person who executed the within and acknowledged to me that he executed the same for the purpose therein stated.



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:





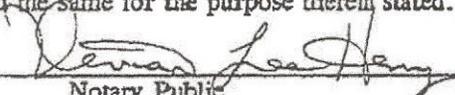


Ewald Ehly
17317 West 70th Street
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 27th 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.

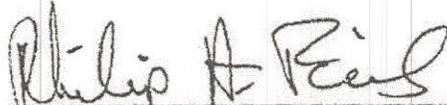
~~VIVIAN LEE HENRY
Notary Public - State of Kansas
My Appt. Expires~~



Notary Public

My Commission Expires:

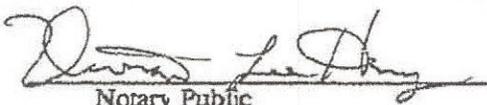
VIVIAN LEE HENRY
Notary Public - State of Kansas
My Appt. Expires 12-01-02



Philip H. Feil
6714 Vahalla Drive
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 11th 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 12-01-02

John E. Nigro

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

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 7th 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 20th 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 2-01-01

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 8/29/2000

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 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
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 -	Clayton Standley
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 Lunsford
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 Colbyard	Ken Colbyard
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 Kenson
2	6	10	17711 W. 70th Street	approved by mail	- Brad Kuntz
2	6	11	17617 W. 70th Street	Anoush Shearavi	Anoush Shearavi
2	6	12	17609 W. 70th Street		
2	6	13	17601 W. 70th Street	approved by mail	- Robert Fulop
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 Stromborg
2	6	19	17429 W. 70th Street	approved by mail	- Brian McManis
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	- Jimmie Westwood
3	6	23	17411 W. 70th Street	Lynda Hill	Lynda 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 Eily	Eph Eily
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 Maroney
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 Sarah
3	8	10	17233 W. 70th Street	Patti Unberger	Patti Unberger
3	8	11	7032 Clairborne Court	A.C. DON CARLOS	A.C. 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 T20050023999
 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

1ST PARTY: BOARD OF DIRECTORS OF RED OAK HILLS HOMES ASSOCIATION, INC.

2ND 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 * <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


20050503-0001400 05/03/2005
P: 2 of 18 04:32:53 PM
Register of Deeds T20050023988
Johnson Co. MO B 200505 P.001400

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 15 04:37:53 PM
Register of Deeds T20050023986
Johnson Co R00 8 200505 P:001409

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

Darrin A. Blackmore

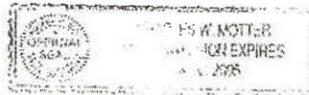
Darrin A. Blackmore
6741 Clairborne Road
Shawnee, Kansas 66217

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

On this 1st 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 68th Terrace
Shawnee, Kansas 66217

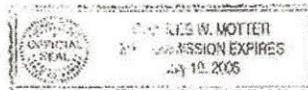
STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

On this 1st 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

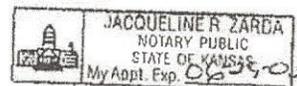
Darrell D. Cantrell
6639 Red Oak Drive
Shawnee, Kansas 66217

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

On this 22nd 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. 68th Terrace
Shawnee, Kansas 66217

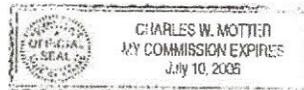
STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

On this 18th day of September, 2004, before me, a Notary Public in and for said County and State, personally appeared 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



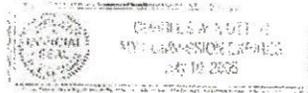
Carole J. Collyard
Carole J. Collyard
7015 Red Oak Ct.
Shawnee, Kansas 66217

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. Matter
Notary Public Charles W. Matter

My Commission Expires: 11/01/05



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

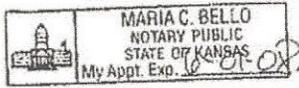
STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

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 of 2008



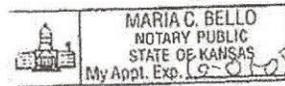
Anoush Gharavi
Anoush Gharavi
17617 W. 70th Street
Shawnee, Kansas 66217

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 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 01, 2008



Diane M. Plagge
Diane M. Plagge
17215 W. 67th Street
Shawnee, Kansas 66217

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)



On this 15th 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: 1/10/05

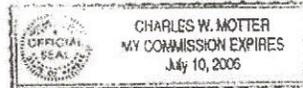


EXHIBIT A

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.

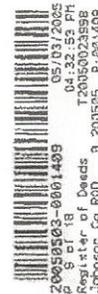
WHEREAS, the developer, Red Oak Hills Partnership, filed certain other declarations regarding Red Oak Hills subdivision in Volume 1483 at Page 170 as well as a Certificate of Substantial Completion and Declaration of Homes Association in the office of the Register of Deeds of Johnson County, Kansas, 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:



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 of 18 04:32 53 PM
Register of Deeds T20050023998
Johnson Co R00 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 Kerbanic	Proxy
1	1	4	6636 Lind Road	Jeff + Susie Meyers	Susie Meyers
1	1	7	6635 Lind Road	Mike + Patricia Lyles	Proxy
1	1	8	6631 Lind Road	Latecia Mills	Latecia Mills
1	1	9	6627 Lind Road		
1	1	10	6623 Lind Road	MAR TARA DICKERSON - Marianne Dickerson	
1	1	11	17819 W. 66th Terrace	Russell + Lynne Roberts	Proxy
1	1	12	6634 Red Oak Drive	Joseph + Candice + Wines	Proxy
1	1	13	6638 Red Oak Drive	Charles + Cassie Bailey	Proxy
1	1	14	6702 Red Oak Drive	Fred + Sheryl D. Gronville	Proxy
1	1	15	6706 Red Oak Drive	Michael + Carol Goebel	Proxy
1	1	16	6710 Red Oak Drive	Joyce + Marc Ford	Proxy
1	1	17	6714 Red Oak Drive	Galad Lee Helfrich	Proxy
1	1	18	6718 Red Oak Drive	Jane + Mike Feld	Proxy
1	1	19	6722 Red Oak Drive		
1	1	31	6640 Lind Road	Karen Holman + John Holman	
1	1	32	6641 Lind Road	Russell W Thomas	Russell W Thomas
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		

26058593-0001409 05/03/2008
 P: 11 of 18 04:32:53 PM
 Register of Deeds T20080023588
 Johnson Co R00 B-200505 P-001409

1	1	37	6742 Red Oak Drive	Tom & Anne Ransom	Proxy
1	1	38	6746 Red Oak Drive	Cynthia & Ralston	Proxy
1	1	39	6750 Red Oak Drive	Peter & Kris	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 m her	Proxy
1	3	3	6639 Red Oak Drive	Danwell Chwicku	Danwell Chwicku
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 Wamsher	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 & W. Wansel	Cheryl Wansel
1	3	17	17743 W. 67th Street	George & Diana Spauldy	Proxy
1	3	18	6707 Red Oak Drive		
1	3	19	6713 Red Oak Drive	Carole E. D'Assandri	Proxy
1	3	20	6717 Red Oak Drive	Rick & Kathy Hehenstreit	Proxy
1	3	21	6721 Red Oak Drive	Neil & Nancy 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 & Cindy Lantz	Dale Lantz
1	3	25	17712 W. 67th Terrace	Tom Vanfelt	Tom Vanfelt
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	Serry Phillips & Eileen Flink	Proxy
1	3	29	17610 W. 67th Terrace	John & Carmel Kuckelboun	Proxy
1	3	30	17604 W. 67th Terrace		
1	3	31	6722 Vahalla Drive	Larry & Angela Brice	Proxy
1	3	32	6718 Vahalla Drive		
1	3	33	6714 Vahalla Drive	Phil Fow	Phil Fow
1	3	34	6710 Vahalla Drive	Nancy & Gus Blank	Proxy
1	3	35	6706 Vahalla Drive	Katherine Hampton	Proxy
1	3	36	6702 Vahalla Drive	Roy & Janice Chandler	proxy
1	3	37	6701 Vahalla Drive	Rodney & Deborah Hayes	proxy

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 Register of Deeds
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1	3	38	6705 Vahalla Drive	Thomas & Delores Breenbaugh	Proxy
1	3	39	6709 Vahalla Drive	Thomas & Delores Breenbaugh	Proxy
1	3	40	6713 Vahalla Drive	Alan & Cherry Russell	Proxy
1	3	41	6717 Vahalla Drive	Wayne & Kristal Mertz	Proxy
1	3	42	6721 Vahalla Drive	Art & Julie Kildon	Proxy
1	3	43	6725 Vahalla Drive	Glenn & Watters Jr.	Proxy
1	4	1	17617 W. 67th Terrace	LOU NEMETH	Inv Agent
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	Carl A. D'Agostino
1	5	11	17709 W. 67th Terrace	Gary & Suzie Turner	Proxy
1	5	12	6743 Red Oak Drive	Michael Tyler	Michael Tyler
1	5	13	6747 Red Oak Drive	Gary & Sandra Johnson	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 J. Callahan	Proxy
2	2	2	17813 W. 68th Street	RONALD ALLEN	Ronald Allen
2	2	4	6812 Red Oak Drive		
2	2	5	6820 Red Oak Drive	Gilbert & Lillian Carlan	Proxy
2	2	6	6828 Red Oak Drive		
2	2	12	17824 W. 69th Street		
2	2	13	17828 W. 69th Street	John B. & Jean K. Robinson	Proxy
2	2	14	17832 W. 69th Street	Amos & Betty Jones	Proxy
2	2	15	17836 W. 69th Street	Tommy Sheppard	Tommy Sheppard
2	2	16	17838 W. 69th Street	Michael B. Maas	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 & Fiona Olson	Proxy
2	2	21	17825 W. 69th Street	Nelva & Vicki Wozarski	Proxy
2	2	22	17821 W. 69th Street	Larry & Sharon Zaiger	Proxy
2	2	23	17813 W. 69th Street		

20050503-0001489 05/03/2005
 5 of 18 04:32:53 PM
 Register of Deeds
 Johnson Co. ROD B: 200505 P: 001489

2	2	24	17805 W. 69th Street	<u>William G Hall</u>	<u>Proxy</u>
2	2	25	17801 W. 69th Street	<u>Dimar & Joann Skrupas</u>	<u>Proxy</u>
2	2	26	6914 Red Oak Drive	<u>Bill & Ann McGuff</u>	<u>Proxy</u>
2	2	27	6918 Red Oak Drive	<u>Steven & Diana McElvane</u>	<u>Proxy</u>
2	2	28	17802 W. 69th Terrace	<u>John E. N. 910</u>	<u>John E. N. 910</u>
2	2	29	17806 W. 69th Terrace	<u>Mike & Debbie Robson</u>	<u>Proxy</u>
2	2	30	17810 W. 69th Terrace		
2	2	31	17814 W. 69th Terrace	<u>MICHAEL J. BUCKLEY</u>	<u>Michael Buckley</u>
2	2	32	17818 W. 69th Terrace	<u>Michael T. & Shelli Miercka</u>	<u>Proxy</u>
2	2	33	17817 W. 69th Terrace	<u>Donald M. & Pamela J. McConnel</u>	<u>Proxy</u>
2	2	34	17811 W. 69th Terrace	<u>Michelle Fink & John Kraschauer</u>	<u>Proxy</u>
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	<u>Bill & Linda Boice</u>	<u>Proxy</u>
2	2	43	17804 W. 69th Street	<u>Thomas & Janet Reisch</u>	<u>Proxy</u>
2	2	44	17808 W. 69th Street		
2	2	45	17812 W. 69th Street	<u>David & Angie Smith</u>	<u>Proxy</u>
2	2	46	17816 W. 69th Street	<u>Allen & Thomas & Judith or Thomas</u>	<u>Proxy</u>
2	2	47	17820 W. 69th Street		
2	5	14	6751 Red Oak Drive		
2	5	15	6755 Red Oak Drive	<u>Mary Lee Eckhoff</u>	<u>Proxy</u>
2	5	16	6759 Red Oak Drive	<u>Robert & Barbara Garrity</u>	<u>Proxy</u>
2	5	17	6801 Red Oak Drive	<u>Robert & Catherine</u>	<u>Proxy</u>
2	5	18	6805 Red Oak Drive	<u>Suzanna Brown Trussell</u>	<u>Suzanna Trussell</u>
2	5	19	6817 Red Oak Drive	<u>John Pittman</u>	<u>John Pittman</u>
2	5	20	6825 Red Oak Drive		
2	5	21	17734 W. 68th Terrace	<u>Doug & Debbie Allen</u>	<u>Proxy</u>
2	5	22	17730 W. 68th Terrace	<u>John F. BREAT</u>	<u>John F. Breat</u>
2	5	23	17726 W. 68th Terrace	<u>Catherine Smith, Lynn Berlin</u>	<u>Proxy</u>
2	5	24	17722 W. 68th Terrace	<u>Diana & Ken Zimmerman</u>	<u>Proxy</u>
2	5	25	17723 W. 68th Terrace	<u>John & Diana Slaughter</u>	<u>Proxy</u>
2	5	26	17725 W. 68th Terrace	<u>Linda S. Carlson</u>	<u>Kinda Carlson</u>
2	5	27	17727 W. 68th Terrace	<u>Dan & Teresa Wescow</u>	<u>Proxy</u>
2	5	28	17731 W. 68th Terrace	<u>Edmund & Carolyn Abrams</u>	<u>Proxy</u>
2	5	29	17735 W. 68th Terrace	<u>Richard Whitehouse & Judy Whitehouse</u>	<u>Proxy</u>
2	5	30	17739 W. 68th Terrace	<u>Doug & Susan Blowsy</u>	<u>Proxy</u>
2	5	31	17743 W. 68th Terrace	<u>Byron & Dawn Burke</u>	<u>Proxy</u>
2	5	32	6913 Red Oak Drive	<u>Ray D. Schary</u>	<u>Rebecca Schary</u>
2	5	33	6917 Red Oak Drive	<u>Daniel Walters & Terry Jett</u>	<u>Proxy</u>
2	5	34	6921 Red Oak Drive		

26058583-0001409 05/03/2005
 14 of 18 04:32:55 PM
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2	5	35	6925 Red Oak Drive	Glen Rhonda Keester	Proxy
2	5	36	6929 Red Oak Drive	Corlet Alice Tolas	Proxy
3	3	45	6716 Millcreek Road		
3	3	46	6712 Millcreek Road		
3	3	47	6708 Millcreek Road	Rosey W + Judith Coday	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 + Barbara Young	Proxy
3	3	55	6703 Millcreek Road		
3	3	56	6707 Millcreek Road	Henry Zuzick	Proxy
3	3	57	6711 Millcreek Road	Sanjay + Barbara Shields	Proxy
3	3	59	6729 Clairborne Road		
3	3	60	17216 W. 67th Street	Suman Hag + Meghadar + Dana G. GROSSI	Proxy
3	3	61	17215 W. 67th Street	Waine Plagg	Waine Plagg
3	3	62	6735 Clairborne Road	Karen Mitchell	Proxy
3	3	63	6741 Clairborne Road	JERIN ELACRINGS + Dana + Shobana	
3	3	64	17224 W. 68th Street	James + Debra Lewis	Proxy
3	3	65	17218 W. 68th Street	Wayne + Catherine Osborn	Proxy
3	3	66	17212 W. 68th Street	Jeffery + Karin 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	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 Grossman	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 Harlow	Proxy
3	7	5	6907 Millcreek Road	Joseph A. Mruskovich	Joseph Mruskovich
3	7	10	6808 Clairborne Road	Joe + 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		

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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.

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Register of Deeds 120050023998
Johnson Co ROD 8:200505 P:001400

**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS**

September 2022

WHEREAS, the following described real estate is located in Red Oak Hills, a subdivision in the City of Shawnee, Johnson County, Kansas, to wit:

Red Oak Hills First Plat:

Lot 4, Block 5.

Red Oak Hills Second Plat:

Lots 36 through 39 including open space and utility easement, Block 2;
Lots 37 through 40 and 41A including open space and utility easement, Block 5;
Lots 1 through 21, Block 6.

Red Oak Hills Third Plat:

Lot 81, Block 3;
Lots 22 through 32, Block 6;
Lots 3 and 14, Block 7;
Lots 1 through 3, and 6 through 8, Block 8.

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

Lots 86 through 89A, Block 3;
Lots 38 through 40, Block 6;
Lots 10 and 11, Block 8.

WHEREAS, the real estate set forth above (hereinafter the "Property") is affected by certain declarations of restrictions filed with the Register of Deeds of Johnson County, Kansas, to wit: Declaration of Restrictions recorded July 12, 1979 in Volume 1483 at Page 170 and Amendment to Declaration of Restrictions recorded May 14, 1999 in Book 6171 at Page 244 (hereinafter the "Restrictions");

WHEREAS, certain other declarations have been filed with the Register of Deeds of Johnson County, Kansas, to wit: First Amended Declaration of Restrictions recorded December 28, 1984 in Volume 2104 at Page 605; Restrictions recorded February 3, 1988 in Volume 2737 at Page 231; and Amendment to First Amended Declaration of Restrictions recorded May 20, 2005 in Book 200505 at Page 008809 (hereinafter the "Other Declarations");

WHEREAS, a Certificate of Substantial Completion and Declaration of Homes Association has been filed with the Register of Deeds of Johnson County, Kansas recorded May 27, 1986, 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.;

WHEREAS, the Red Oak Hills Homes Association, Inc. was established as a Kansas not-for-profit corporation by filing its Articles of Incorporation with the State of Kansas Secretary of State on May 9, 1986 and filed with the Register of Deeds of Johnson County, Kansas, recorded May 20, 1996 in Volume 2340 at Page 802; and the developer, Red Oak Hills Partnership, assigned its rights under the Restrictions to Red Oak Hills Homes Association, Inc. on December 22, 1997, filed with the Register of Deeds of Johnson County, Kansas recorded January 6, 1998 in Book 5421 at Page 128;

WHEREAS, certain additional declarations affecting the real estate set forth in Schedule 1 included herewith have been recorded with the Register of Deeds of Johnson County, Kansas;

WHEREAS, the Restrictions run with the land and bind the owners of the Property for successive periods of five (5) years from the date of recording of the Amendment to Declaration of Restrictions unless by vote of the majority of the then owners of the Property according to the number of lots, it is agreed to change the Restrictions in whole or in part;

WHEREAS, the owners of the Property are set forth in Schedule 2 included herewith and a majority of said owners desire to amend the Restrictions; and

WHEREAS, the Amendment to Declaration of Restrictions provides for the dates of future amendments to occur simultaneously with the Other Declarations and that any votes taken regarding future amendments to be taken in whole as one vote for all real estate bound by the Restrictions and the Other Declarations.

NOW, THEREFORE, a majority of the owners of the Property do hereby agree and consent to amend and change the Restrictions, and herewith to restrict the Property in the following manner:

1. The words

No dwelling shall be used as a rooming house or occupied by four (4) or more unrelated persons age eighteen (18) or older living together in a co-living group nor shall any dwelling be used to provide temporary housing to guests for a commercial purpose. No lot or dwelling or any portion thereof may be rented or leased for a period of less than six (6) consecutive months. All rental agreements or leases shall be in writing, and the lot owner shall be responsible for compliance by the renter or lessee of these restrictions.

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

2. The words

One (1) accessory building per lot is permitted if located in the rear yard of the lot; if no larger than one hundred twenty (120) square feet in size and no taller than twelve (12) feet in height measured from the ground surface to the highest point on the roof; and if constructed in compliance with applicable codes. The exterior of accessory buildings shall be constructed of durable materials similar to the materials and colors used on the residence and shall be well maintained. The location, exterior materials and visual characteristics of accessory buildings shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc.. No accessory building shall be used as a residence.

shall be added following the second sentence in the third numbered paragraph and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

3. The word "All" in the first sentence of the fourth numbered paragraph (as previously amended) shall be and hereby is deleted and shall hereby no longer be part of the Restrictions, and the word "No" shall be substituted and hereby is included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

4. The words

and every five years thereafter

at the end of the second sentence in the fourth numbered paragraph (as previously amended) shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the Property is subject to said amended and included restriction.

5. The words

Solar panels, defined as photovoltaic panels designed to absorb the sun's rays as a source of energy for generating electricity or heating, are permitted if panels are roof mounted, installed parallel to the slope of the roof and within twelve (12) inches of the roof surface; if positioned entirely below the roof ridge and within roof edges; if symmetrical within roof planes; if all roof mounted components closely match roof shingles in color; if installed in compliance with applicable codes; and if well maintained. Solar panel locations, arrangements and all other visual characteristics of solar panel installations shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc..

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

6. The words in sixth numbered paragraph shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the words

No trailer, basement, tent, shack or barn shall be placed or erected on any lot or shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

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

7. The words

Rain barrels, defined as sealed containers designed to capture and hold rainwater, are permitted if equipped with a cover; and if well maintained. Rain barrels shall not be visible to a person six feet (6') tall standing on an adjacent sidewalk or adjacent street at an elevation not greater than the elevation at the base of the rain barrel.

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

8. The words in eighteenth numbered paragraph shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the words

No burning of trash shall be permitted on any lot. Trash and recycling containers shall be stored within the residence, provided, however, the storage of trash and recycling containers with lids is permitted on the exterior of the residence behind a barrier configured to ensure that the containers are not visible to a person six feet (6') tall standing on an adjacent lot, adjacent sidewalk or adjacent street at an elevation not greater than the elevation at the base of the containers. Barriers shall not be located in the front yard of the residence, or in the side yard of a corner lot between the building line of the residence and the adjacent street. Barriers shall be of durable materials such as wood or composite fencing, or dense landscaping, or both, compatible with the residence exterior and shall be well maintained. Barrier locations, materials and visual characteristics shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc.. Trash and recycling containers, and yard waste shall only be placed or remain at the street within twenty-four (24) hours of the scheduled collection.

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

9. The words in the first sentence of the twentieth numbered paragraph (as previously amended) shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the words

The restrictions herein set forth shall run with the land and bind the above parties, their heirs, trustees, assigns and grantees for five (5) years from the date of recording of this amendment after which time, such restrictions shall continue to run with the land and bind the above parties, their heirs, trustees, assigns and grantees for successive periods of five (5) years, unless, by a vote of the majority of the then owners of the real estate according to the number of lots, it is agreed to change the restrictions in whole or in part and such changed restrictions are recorded with the Johnson County Register of Deeds.

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

10. The words “breach of enforce” in the fourth sentence of the twentieth numbered paragraph (as previously amended) shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the words “breach or enforce” shall be substituted and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

11. The words

and the Homes Association shall have the right to recover its reasonable attorney’s fees and costs in addition to all other legal or equitable remedies to which it may otherwise be entitled in connection with such proceedings.

shall be added to the end of the fourth sentence of the twentieth numbered paragraph (as previously amended) and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

THE UNDERSIGNED, being all members of the Board of Directors of Red Oak Hills Homes Association, Inc., (hereinafter the “Board”), state as follows:

- From August 31, 2022 through September 30, 2022, the Board administered a vote of the owners of the Property. The vote was conducted by paper ballot, said ballots (a) identifying the Property owner and street address; (b) allowing a separate vote for each of the changes to the Restrictions described above; and (c) requiring the signature of the Property owner.

- Of the 60 lots subject to the Restrictions, the property interests represented by 50 lots cast a ballot, representing 83.33% of the lots subject to the Restrictions. The ballots cast are in the possession of the Secretary of the Board and shall be retained in the records of the Red Oak Hills Homes Association, Inc.;
- From August 31, 2022 through September 30, 2022, the Board administered a vote of the owners of the lots subject to the Other Declarations. The vote was conducted by paper ballot, said ballots (a) identifying the lot owner and street address; (b) allowing a separate vote for each of the changes to the Other Declarations; and (c) requiring the signature of the lot owner.
- Of the 205 lots subject to the Other Declarations, the property interests represented by 142 lots cast a ballot, representing 69.27% of the lots subject to the Other Declarations. The ballots cast are in the possession of the Secretary of the Board and shall be retained in the records of the Red Oak Hills Homes Association, Inc.;
- Pursuant to the Amendment to Declaration of Restrictions, the vote was taken for all real estate bound by the Restrictions and the Other Declarations. A majority of the owners of the Property voted to approve each change to the Restrictions, with each change receiving at least a 61.67% majority approval as counted by the total number of lots, and a majority of the owners of the lots subject to the Other Declarations voted to approve the same changes; and
- Each of the undersigned Board hereby certify that (a) a vote was taken for all real estate bound by the Restrictions and the Other Declarations; (b) all voters who cast a ballot were entitled to vote pursuant to the applicable declarations; (c) a majority of the owners of the Property subject to the Restrictions have voted to approve the changes and a majority of the owners of the lots subject to the Other Declarations have voted to approve the same changes; and (d) the vote having been taken for all real estate bound by the Restrictions and the Other Declarations, the owners of the Property have consented to amend the Restrictions and the owners of the lots subject to the Other Declarations have consented to amend the Other Declarations in the same manner.

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS shall be effective as to all Property subject to the Restrictions from the latter of: (a) the date this Second Amendment has been filed with the Register of Deeds of Johnson County, Kansas; or (b) the date a second amendment related to the Other Declarations has been filed with the Register of Deeds of Johnson County, Kansas.

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

Pamela Baur

Pamela Baur
6913 Red Oak Drive
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Pamela Baur, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24

Thelma S. Markwart
NOTARY PUBLIC

HEATHER WILLIAMS
Notary Public - State of Kansas
My Commission Expires 6/26/26

Thomas Beckenbaugh
Thomas Beckenbaugh
6705 Vahalla Drive
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 31st day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Thomas Beckenbaugh, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

Heather Williams
NOTARY PUBLIC

Paul J. Carlson
Paul J Carlson
17725 West 68th Terrace Court
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Paul J Carlson, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24

Thelma S. Markwart
NOTARY PUBLIC

Carole Collyard
Carole Collyard
7015 Red Oak Court
Shawnee, Kansas 66217

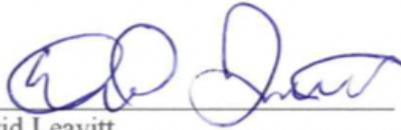
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Carole Collyard, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24

Thelma S. Markwart
NOTARY PUBLIC



David Leavitt
6746 Red Oak Drive
Shawnee, Kansas 66217

STATE OF KANSAS)

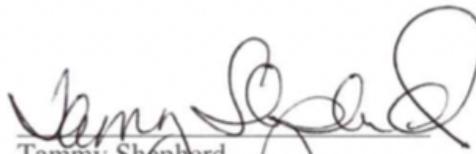
) ss: Shawnee
)

COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 29th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared David Leavitt, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

INIKI JUAREZ-HADEN
Notary Public-State of Kansas
My Appt. Expires 2/8/24


NOTARY PUBLIC
Tammy Shepherd
17836 West 69th Street
Shawnee, Kansas 66217

STATE OF KANSAS)

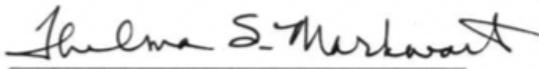
) ss:
)

COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Tammy Shepherd, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24


NOTARY PUBLIC

Tia M. Strait

Tia Strait
17728 West 67th Street
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Tia Strait, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24

Thelma S. Markwart
NOTARY PUBLIC

SCHEDULE 1
DECLARATION OF SERVITUDE

Plat	Block	Lot	Address	Date Recorded	Book	Page
2	6	15	17525 W. 70th Street	January 20, 2016	201601	003990
2	6	7	7007 Red Oak Court	May 4, 2016	201605	001392
3	7	14	6724 Clairborne Road	June 23, 2016	201606	008676
2	6	6	7011 Red Oak Court	July 15, 2016	201607	005545
3	6	27	7007 Clairborne Court	July 29, 2016	201607	010679
3	6	26	17317 W. 70th Street	August 5, 2016	201608	002422
2	5	41A	17524 W. 70th Street	November 7, 2016	201611	002391
2	6	11	17617 W. 70th Street	November 21, 2016	201611	007406
2	6	10	17711 W. 70th Street	November 21, 2016	201611	007407
1	5	4	6741 Vahalla Court	February 20, 2017	201702	004931
3	7	3	6805 Millcreek Road	February 20, 2017	201702	004932
3	3	81	17226 W. 70th Street	March 31, 2017	201703	009021
R3	3	86	17218 W. 70th Street	June 13, 2017	201706	004488
2	2	38	7016 Red Oak Drive	July 5, 2017	201707	000728
3	6	31	7023 Clairborne Court	September 13, 2017	201709	003798
2	6	14	17531 W. 70th Street	November 15, 2017	201711	004528
3	8	3	17241 W. 70th Street	December 7, 2017	201712	002071
R3	6	40	17205 W. 70th Street	July 17, 2021	202107	006177
2	2	37	7000 Red Oak Drive	March 11, 2022	202203	003628

SCHEDULE 2
PROPERTY OWNERS

Plat	Block	Lot	Address	Owner(s)
1	5	4	6741 Vahalla Court	HARGIS, CAROLYN R
2	2	36	6934 Red Oak Drive	COOKE, PATRICK J & COOKE, ANNA E
2	2	37	7000 Red Oak Drive	PIETIG, BRUCE G & PIETIG, KRISTIE A
2	2	38	7016 Red Oak Drive	BUTSCHIE, WILLIAM
2	2	39	7028 Red Oak Drive	FLYNN, CHRISTOPHER E. & FLYNN, BARBARA P.
2	5	37	6933 Red Oak Drive	RAGLAND, DAVID K & RAGLAND, KAREN
2	5	38	17710 W. 70th Street	MERWALD, KATE & TURNER, ADRIAN
2	5	39	17616 W. 70th Street	CEZAR, WM. CRAIG & CEZAR, BRIDGET
2	5	40	17604 W. 70th Street	CAREY, BRIDGET C & ELDER, CELESTE G
2	5	41A	17524 W. 70th Street	ALLEN, CHRIS DALE TRUST
2	6	1	7029 Red Oak Court	BLICHA, MICHAEL D. & BLICHA, GIANNINA D
2	6	2	7027 Red Oak Court	FULLER, WARREN
2	6	3	7023 Red Oak Court	ODONNELL, ROBERT D. & ODONNELL, CATHERINE M.
2	6	4	7019 Red Oak Court	BERRY, JAMES J. & BERRY, SHARON D.
2	6	5	7015 Red Oak Court	ALPHA AND OMEGA IRREVOCABLE TRUST
2	6	6	7011 Red Oak Court	LORD, MICHELLE & LORD, JACOB SMITH, PHILIP ROBERT TRUST & SMITH, WANDA LUCILLE TRUST
2	6	7	7007 Red Oak Court	
2	6	8	7003 Red Oak Court	BELLAS FAMILY WEALTH TRUST
2	6	9	17719 W. 70th Street	HELLWIG, HEIDI
2	6	10	17711 W. 70th Street	TICHENOR, ROBERT II & TICHENOR, RAMONA
2	6	11	17617 W. 70th Street	BLUNDELL, ROBERT E. & BLUNDELL, DARLENE M.
2	6	12	17609 W. 70th Street	WEBER, SCOTT
2	6	13	17601 W. 70th Street	RETHORST, CAITLIN RAE & RETHORST, SCOTT GREGORY
2	6	14	17531 W. 70th Street	GRADERT, MITCHELL & SHEARIN, KATIE
2	6	15	17525 W. 70th Street	COPENHAVER, MICHAEL D & COPENHAVER, JULIA A
2	6	16	17519 W. 70th Street	HEATHMAN REV FAMILY TRUST
2	6	17	17503 W. 70th Street	CONROW, BRADLEY & SULLIVAN, KATHRYN
2	6	18	17437 W. 70th Street	OZAKINCI, PAYETON & OZAKINCI, NUSRET T
2	6	19	17429 W. 70th Street	MCMANNESS, BRIAN L. & MCMANNESS, PATRICIA J.
2	6	20	17423 W. 70th Street	STECKLER, DARYL T. & STECKLER, KATHY
2	6	21	17419 W. 70th Street	ANDERSEN, CAROLYN SUE

Plat	Block	Lot	Address	Owner(s)
3	3	81	17226 W. 70th Street	OUFNAC, JOY L & OUFNAC, JONATHAN M
R3	3	86	17218 W. 70th Street	YEOMAN, STEVEN & BRIGNONI, PAMELA
R3	3	87	17214 W. 70th Street	POTTS, ERNEST F & POTTS, ELIZABETH F
R3	3	88	17210 W. 70th Street	SPEICHER, JASON E & SPEICHER, GRACE E
R3	3	89&A	17206 W. 70th Street	CONNER, KRISTI & CONNER, JOSHUA T
3	6	22	17415 W. 70th Street	WESTBERG, JAMES H. & STEWART, MICHELE C.
3	6	23	17411 W. 70th Street	WHITE, RANDALL R. & WHITE, ANA RUTH
3	6	24	17407 W. 70th Street	JOSH AND ELIZABETH SMITH LIVING TRUST
3	6	25	17403 W. 70th Street	VALOFF FAMILY TRUST
3	6	26	17317 W. 70th Street	EHLI, EWALD
3	6	27	7007 Clairborne Court	BEATTY, DENISE A.
3	6	28	7011 Clairborne Court	SHEARER, EDMOND & SHEARER, THERESA
3	6	29	7015 Clairborne Court	PINEDA, DAX T & PINEDA, HEATHER
3	6	30	7019 Clairborne Court	RAMSEY, GREGORY & RAMSEY, DIANE
3	6	31	7023 Clairborne Court	BLANCHARD, NICHOLAS
3	6	32	7027 Clairborne Court	HUFFAKER, GARY R.
R3	6	38	7031 Clairborne Court	MOIDL, REBECCA & SPEED, ALEX
R3	6	39	7035 Clairborne Court	VERES, RACHELLE
R3	6	40	17205 W. 70th Street	HORTON, BRETT W & HORTON, MICHELLE D
3	7	3	6805 Millcreek Road	JAMES K CHARLESWORTH AND VICTORIA W CHARLESWORTH REVOCABLE LIVING TRUST
3	7	14	6724 Clairborne Road	SCHWIETERMAN, SETH & SCHWIETERMAN, JANA E
3	8	1	17309 W. 70th Street	KECK, CASEY M & KECK, JESSICA J
3	8	2	17301 W. 70th Street	BUNSELMEYER, SUZETTE TRUST
3	8	3	17241 W. 70th Street	KINSMAN, MARTIN H. & KINSMAN, JULIE A.
3	8	6	7012 Clairborne Court	HENTGES, DOUG
3	8	7	7022 Clairborne Court	ANDERS, CASEY
3	8	8	7026 Clairborne Court	STOOKEY, DAVID & STOOKEY, JESSICA
R3	8	10	17233 W. 70th Street	JACKSON, ANGELA & JACKSON, ROGER
R3	8	11	7032 Clairborne Court	EVANS, DAVID

**SECOND AMENDMENT TO
FIRST AMENDED DECLARATION OF RESTRICTIONS**

September 2022

WHEREAS, the following described real estate is located in Red Oak Hills, a subdivision in the City of Shawnee, Johnson County, Kansas, to wit:

Red Oak Hills First Plat:

Lots 1 through 4, and 7 through 19, Block 1;
Lots 1 through 43 including open space and utility easement, Block 3;
Lots 1 through 4, Block 4;
Lots 1 through 4, and 6 through 13, Block 5.

Replat of Red Oak Hills First Plat Lots 5 & 6, Block 1; Lots 20-27, Block 1 and Tract A, Block 1:
Lots 31 through 40, Block 1.

Red Oak Hills Second Plat:

Lots 28 through 30, Block 1;
Lots 1, 2, 4 through 6, 12 through 35, 37 and 38 including open space and utility easement, Block 2;
Lots 14 through 36, and 41A including open space and utility easement, Block 5;
Lots 6, 7, 10, 11, 14 and 15, Block 6.

Replat of Red Oak Hills Second Plat Lots 3, 7-11 and open space, Block 2:
Lots 40 through 47, Block 2.

Red Oak Hills Third Plat:

Lots 45 through 49, 51, 52, 54 through 57, 59 through 66, 68, 69, 72 through 74, 76, and 80 through 82, Block 3;
Lots 51 through 54, Block 5;
Lots 26, 27 and 31, Block 6;
Lots 2 through 5, 10 through 12 and 14, Block 7;
Lot 3, Block 8.

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

Lot 86, Block 3;
Lot 40, Block 6.

WHEREAS, the real estate set forth above (hereinafter the "Property") is affected by certain declarations of restrictions filed with the Register of Deeds of Johnson County, Kansas, to wit: First Amended Declaration of Restrictions recorded December 28, 1984 in Volume 2104 at Page 605; Restrictions recorded February 3, 1988 in Volume 2737 at Page 231; and Amendment to First Amended Declaration of Restrictions recorded May 20, 2005 in Book 200505 at Page 008809 (hereinafter the "Restrictions");

WHEREAS, certain other declarations have been filed with the Register of Deeds of Johnson County, Kansas, to wit: Declaration of Restrictions recorded July 12, 1979 in Volume 1483 at Page 170 and Amendment to Declaration of Restrictions recorded May 14, 1999 in Book 6171 at Page 244 (hereinafter the "Other Declarations");

WHEREAS, a Certificate of Substantial Completion and Declaration of Homes Association has been filed with the Register of Deeds of Johnson County, Kansas recorded May 27, 1986, 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.;

WHEREAS, the Red Oak Hills Homes Association, Inc. was established as a Kansas not-for-profit corporation by filing its Articles of Incorporation with the State of Kansas Secretary of State on May 9, 1986 and filed with the Register of Deeds of Johnson County, Kansas recorded May 20, 1996 in Volume 2340 at Page 802; and the developer, Red Oak Hills Partnership, assigned its rights under the Restrictions to Red Oak Hills Homes Association, Inc. on December 22, 1997, filed with the Register of Deeds of Johnson County, Kansas recorded January 6, 1998 in Book 5421 at Page 128;

WHEREAS, certain additional declarations affecting the real estate set forth in Schedule 1 included herewith have been recorded with the Register of Deeds of Johnson County, Kansas;

WHEREAS, the Restrictions run with the land and bind the owners of the Property for successive periods of five (5) years from the date of recording of the Amendment to First Amended Declaration of Restrictions unless by vote of the majority of the then owners of the Property according to the number of lots, it is agreed to change the Restrictions in whole or in part;

WHEREAS, the owners of the Property are set forth in Schedule 2 included herewith and a majority of said owners desire to amend the Restrictions; and

WHEREAS, the Amendment to First Amended Declaration of Restrictions provides for the dates of future amendments to occur simultaneously with the Other Declarations and that any votes taken regarding future amendments to be taken in whole as one vote for all real estate bound by the Restrictions and the Other Declarations.

NOW, THEREFORE, a majority of the owners of the Property do hereby agree and consent to amend and change the Restrictions, and herewith to restrict the Property in the following manner:

1. The words

No dwelling shall be used as a rooming house or occupied by four (4) or more unrelated persons age eighteen (18) or older living together in a co-living group nor shall any dwelling be used to provide temporary housing to guests for a commercial purpose. No lot or dwelling or any portion thereof may be rented or leased for a period of less than six (6) consecutive months. All rental agreements or leases shall be in writing, and the lot owner shall be responsible for compliance by the renter or lessee of these restrictions.

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

2. The words

One (1) accessory building per lot is permitted if located in the rear yard of the lot; if no larger than one hundred twenty (120) square feet in size and no taller than twelve (12) feet in height measured from the ground surface to the highest point on the roof; and if constructed in compliance with applicable codes. The exterior of accessory buildings shall be constructed of durable materials similar to the materials and colors used on the residence and shall be well maintained. The location, exterior materials and visual characteristics of accessory buildings shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc.. No accessory building shall be used as a residence.

shall be added following the second sentence in the third numbered paragraph and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

3. The words

and every five years thereafter

at the end of the second sentence of the fourth numbered paragraph (as previously amended) shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the Property is subject to said amended and included restriction.

4. The words

Solar panels, defined as photovoltaic panels designed to absorb the sun's rays as a source of energy for generating electricity or heating, are permitted if panels are roof mounted, installed parallel to the slope of the roof and within twelve (12) inches of the roof surface; if positioned entirely below the roof ridge and within roof edges; if symmetrical within roof planes; if all roof mounted components closely match roof shingles in color; if installed in compliance with applicable codes; and if well maintained. Solar panel locations, arrangements and all other visual characteristics of solar panel installations shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc..

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

5. The words in sixth numbered paragraph shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the words

No trailer, basement, tent, shack or barn shall be placed or erected on any lot or shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

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

6. The words

Rain barrels, defined as sealed containers designed to capture and hold rainwater, are permitted if equipped with a cover; and if well maintained. Rain barrels shall not be visible to a person six feet (6') tall standing on an adjacent sidewalk or adjacent street at an elevation not greater than the elevation at the base of the rain barrel.

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

7. The words in eighteenth numbered paragraph shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the words

No burning of trash shall be permitted on any lot. Trash and recycling containers shall be stored within the residence, provided, however, the storage of trash and recycling containers with lids is permitted on the exterior of the residence behind a barrier configured to ensure that the containers are not visible to a person six feet (6') tall standing on an adjacent lot, adjacent sidewalk or adjacent street at an elevation not greater than the elevation at the base of the containers. Barriers shall not be located in the front yard of the residence, or in the side yard of a corner lot between the building line of the residence and the adjacent street. Barriers shall be of durable materials such as wood or composite fencing, or dense landscaping, or both, compatible with the residence exterior and shall be well maintained. Barrier locations, materials and visual characteristics shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc.. Trash and recycling containers, and yard waste shall only be placed or remain at the street within twenty-four (24) hours of the scheduled collection.

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

8. The words in the first sentence of the twenty-first numbered paragraph (as previously amended) shall be and hereby are deleted and shall hereby no longer be part of the Restrictions, and the words

The restrictions herein set forth shall run with the land and bind the above parties, their heirs, trustees, assigns and grantees for five (5) years from the date of recording of this amendment after which time, such restrictions shall continue to run with the land and bind the above parties, their heirs, trustees, assigns and grantees for successive periods of five (5) years, unless, by a vote of the majority of the then owners of the real estate according to the number of lots, it is agreed to change the restrictions in whole or in part and such changed restrictions are recorded with the Johnson County Register of Deeds.

shall be added to the beginning of the twenty-first numbered paragraph and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

9. The words

and the Homes Association shall have the right to recover its reasonable attorney's fees and costs in addition to all other legal or equitable remedies to which it may otherwise be entitled in connection with such proceedings.

shall be added to the end of the fourth sentence of the twenty-first numbered paragraph (as previously amended) and hereby are included as a part of the Restrictions, and the Property is subject to said amended and included restriction.

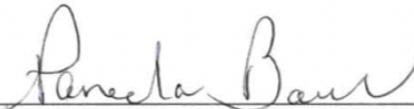
THE UNDERSIGNED, being all members of the Board of Directors of Red Oak Hills Homes Association, Inc., (hereinafter the "Board"), state as follows:

- From August 31, 2022 through September 30, 2022, the Board administered a vote of the owners of the Property. The vote was conducted by paper ballot, said ballots (a) identifying the Property owner and street address; (b) allowing a separate vote for each of the changes to the Restrictions described above; and (c) requiring the signature of the Property owner.
- Of the 205 lots subject to the Restrictions, the property interests represented by 142 lots cast a ballot, representing 69.27% of the lots subject to the Restrictions. The ballots cast are in the possession of the Secretary of the Board and shall be retained in the records of the Red Oak Hills Homes Association, Inc.;
- From August 31, 2022 through September 30, 2022, the Board administered a vote of the owners of the lots subject to the Other Declarations. The vote was conducted by paper ballot, said ballots (a) identifying the lot owner and street address; (b) allowing a separate vote for each of the changes to the Other Declarations; and (c) requiring the signature of the lot owner.
- Of the 60 lots subject to the Other Declarations, the property interests represented by 50 lots cast a ballot, representing 83.33% of the lots subject to the Other Declarations. The ballots cast are in the possession of the Secretary of the Board and shall be retained in the records of the Red Oak Hills Homes Association, Inc.;
- Pursuant to the Amendment to First Amended Declaration of Restrictions, the vote was taken for all real estate bound by the Restrictions and the Other Declarations. A majority of the owners of the Property voted to approve each change to the Restrictions, with each change receiving at least a 56.59% majority approval as counted by the total number of lots, and a majority of the owners of the lots subject to the Other Declarations voted to approve the same changes; and

- Each of the undersigned Board hereby certify that (a) a vote was taken for all real estate bound by the Restrictions and the Other Declarations; (b) all voters who cast a ballot were entitled to vote pursuant to the applicable declarations; (c) a majority of the owners of the Property subject to the Restrictions have voted to approve the changes and a majority of the owners of the lots subject to the Other Declarations have voted to approve the same changes; and (d) the vote having been taken for all real estate bound by the Restrictions and the Other Declarations, the owners of the Property have consented to amend the Restrictions and the owners of the lots subject to the Other Declarations have consented to amend the Other Declarations in the same manner.

THIS SECOND AMENDMENT TO FIRST AMENDED DECLARATION OF RESTRICTIONS shall be effective as to all Property subject to the Restrictions from the latter of: (a) the date this Second Amendment has been filed with the Register of Deeds of Johnson County, Kansas; or (b) the date a second amendment related to the Other Declarations has been filed with the Register of Deeds of Johnson County, Kansas.

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


 Pamela Baur
 6913 Red Oak Drive
 Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
 COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Pamela Baur, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
 Notary Public-State of Kansas
 My Appt. Expires 4/28/24


 NOTARY PUBLIC

Thomas Beckenbaugh

Thomas Beckenbaugh
6705 Vahalla Drive
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 31st day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Thomas Beckenbaugh, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

Heather Williams
NOTARY PUBLIC

HEATHER WILLIAMS
Notary Public - State of Kansas
My Commission Expires 6/26/26

Paul J. Carlson
Paul J Carlson
17725 West 68th Terrace Court
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Paul J Carlson, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

Thelma S. Markwart
NOTARY PUBLIC

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24

Carole Collyard

Carole Collyard
7015 Red Oak Court
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Carole Collyard, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24

Thelma S. Markwart
NOTARY PUBLIC

David Leavitt

David Leavitt
6746 Red Oak Drive
Shawnee, Kansas 66217

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

BE IT REMEMBERED, that on this 29th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared David Leavitt, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

INIKI JÚAREZ-HADEN
Notary Public-State of Kansas
My Appt. Expires 2/8/24

Iniki Juárez-Haden
NOTARY PUBLIC

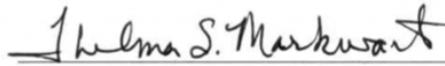

Tammy Shepherd
17836 West 69th Street
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Tammy Shepherd, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24


NOTARY PUBLIC

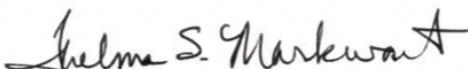

Tia Strait
17728 West 67th Street
Shawnee, Kansas 66217

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of October 2022, before me, a Notary Public in and for the County and State aforesaid, personally appeared Tia Strait, who is known to me to be the same person who executed the above, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day any year above written.

THELMA S. MARKWART
Notary Public-State of Kansas
My Appt. Expires 4/28/24


NOTARY PUBLIC

SCHEDULE 1
DECLARATION OF SERVITUDE

Plat	Block	Lot	Address	Date Recorded	Book	Page
2	6	15	17525 W. 70th Street	January 20, 2016	201601	003990
2	6	7	7007 Red Oak Court	May 4, 2016	201605	001392
3	7	14	6724 Clairborne Road	June 23, 2016	201606	008676
2	6	6	7011 Red Oak Court	July 15, 2016	201607	005545
3	6	27	7007 Clairborne Court	July 29, 2016	201607	010679
3	6	26	17317 W. 70th Street	August 5, 2016	201608	002422
2	5	41A	17524 W. 70th Street	November 7, 2016	201611	002391
2	6	11	17617 W. 70th Street	November 21, 2016	201611	007406
2	6	10	17711 W. 70th Street	November 21, 2016	201611	007407
1	5	4	6741 Vahalla Court	February 20, 2017	201702	004931
3	7	3	6805 Millcreek Road	February 20, 2017	201702	004932
3	3	81	17226 W. 70th Street	March 31, 2017	201703	009021
R3	3	86	17218 W. 70th Street	June 13, 2017	201706	004488
2	2	38	7016 Red Oak Drive	July 5, 2017	201707	000728
3	6	31	7023 Clairborne Court	September 13, 2017	201709	003798
2	6	14	17531 W. 70th Street	November 15, 2017	201711	004528
3	8	3	17241 W. 70th Street	December 7, 2017	201712	002071
R3	6	40	17205 W. 70th Street	July 17, 2021	202107	006177
2	2	37	7000 Red Oak Drive	March 11, 2022	202203	003628

SCHEDULE 2
PROPERTY OWNERS

Plat	Block	Lot	Address	Owner(s)
1	1	1	6624 Lind Road	STRICKER, TIMOTHY S. & STRICKER, TAYLOR
1	1	2	6628 Lind Road	HOFER, JAMES L. & DEBOK, LISA M.
1	1	3	6632 Lind Road	TROYER, KENT C. & TROYER, NANCY L.
1	1	4	6636 Lind Road	MEYERS, JEFFREY S. & MEYERS, SUSAN B.
1	1	7	6635 Lind Road	LYLES, RAY M. & LYLES, PATRICIA A.
1	1	8	6631 Lind Road	SOUCEK, ANGELA & MILLS, LATECIA L.
1	1	9	6627 Lind Road	PAGE, ROBERT J. & PAGE, CAROL R.
1	1	10	6623 Lind Road	PIRTLE, SAMUEL THOMAS & PIRTLE, KARI RENAE
1	1	11	17819 W. 66th Terrace	RENERIA, NICOLAS SETTLEMENT & PRESERVATION TRUST
1	1	12	6634 Red Oak Drive	WAERS, JOSEPH A. & WAERS, CANDICE L.
1	1	13	6638 Red Oak Drive	BAILEY, CAROL H TRUST
1	1	14	6702 Red Oak Drive	STEWART, STEPHEN & STEWART, TRACY
1	1	15	6706 Red Oak Drive	GOEBEL, MICHAEL D. & GOEBEL, CAROL I.
1	1	16	6710 Red Oak Drive	BOSCHERT, ALEXIS & DUNKLIN, DAKOTA
1	1	17	6714 Red Oak Drive	HELFRICH, DALE L. & HELFRICH, LEE A.
1	1	18	6718 Red Oak Drive	FORD, MICHAEL S. & NEWMAN-FORD, JANE A. TRUST BALDERSTON, MARK TRUSTEE & BALDERSTON, LOU ANN TRUSTEE
R1	1	31	6640 Lind Road	RISHEL, PHILIP D. & RISHEL, ELIZABETH J.
R1	1	32	6641 Lind Road	THOMAS, RUSSELL W. & THOMAS, THERESE M
R1	1	33	6726 Red Oak Drive	PETERSON, MARK E. & PETERSON, AMANDAREY R
R1	1	34	6730 Red Oak Drive	SUNDS, BENETT & SUNDS, SHANNON
R1	1	35	6736 Red Oak Drive	HOLMAN, BRENTLY N. & HOLMAN, DARLA K
R1	1	36	6738 Red Oak Drive	HOLMAN, BRENTLY N. & HOLMAN, DARLA K
R1	1	37	6742 Red Oak Drive	RANSOM, THOMAS B. & RANSOM, DIANNE E.
R1	1	38	6746 Red Oak Drive	LEAVITT, DAVID & LEAVITT, RUTH
R1	1	39	6750 Red Oak Drive	BOSLEY, DENNIS L & BOSLEY, LINDA D.
R1	1	40	6754 Red Oak Drive	SORN, PETER M. & SORN, DEBRA A.
1	3	1	17721 W. 66th Terrace	WORD, DENISE M
1	3	2	6635 Red Oak Drive	RUEMMLER FAMILY REVOCABLE TRUST
1	3	3	6639 Red Oak Drive	BUTTS, JANICE L.

Plat	Block	Lot	Address	Owner(s)
1	3	4	17740 W. 67th Street	WAKE, JOHN H. & WAKE, CAROLINE K.
1	3	5	17736 W. 67th Street	WAMSHER, MICHAEL H. & WAMSHER, SANDRA J.
1	3	6	17732 W. 67th Street	WAMSHER, MICHAEL H. & WAMSHER, SANDRA J.
1	3	7	17728 W. 67th Street	STRAIT, TOM E & STRAIT, TIA M
1	3	8	17724 W. 67th Street	FOSTER LIVING TRUST
1	3	9	17720 W. 67th Street	JAMES C KERNER AND LISA L KERNER LIVING TRUST
1	3	10	17716 W. 67th Street	ANNE CHESTNUT LIVING TRUST
1	3	11	17712 W. 67th Street	MITCHELL, NICHOLAS W. JR & MITCHELL, LESA L.
1	3	12	17711 W. 67th Street	OXLEY, BILLY RAY & OXLEY, CAROLYN ANITA TRUST
1	3	13	17713 W. 67th Street	JEFFERS, MARK & JEFFERS, TERESA
1	3	14	17719 W. 67th Street	BAKER, WILLIAM J & BAKER, CATHY
1	3	15	17727 W. 67th Street	TORNEY, MARSHALL B. & TORNEY, CHERYL L.
1	3	16	17735 W. 67th Street	MWANGI, MAINA & MWANGI, CHASITY ROBINSON
1	3	17	17743 W. 67th Street	SPAULDING, SUSAN K. & SPAULDING, GEORGE T.
1	3	18	6707 Red Oak Drive	JOHNSON, CHAD P & JOHNSON, REBECCA L.
1	3	19	6713 Red Oak Drive	NGUYEN, HUE HUU & NGUYEN, UN HUI
1	3	20	6717 Red Oak Drive	HEBENSTREIT, RICHARD H. JR & HEBENSTREIT, KATHY
1	3	21	6721 Red Oak Drive	KOPORC, NEIL R. TRUSTEE & KOPORC, NANCEE J. TRUSTEE
1	3	22	6725 Red Oak Drive	GARY W ADAMS AND SHARON E ADAMS TRUST
1	3	23	6731 Red Oak Drive	PITSENBERGER FAMILY TRUST
1	3	24	6737 Red Oak Drive	FOGH, JANET EH
1	3	25	17712 W. 67th Terrace	VANPELT, THOMAS A. & VANPELT, CYNTHIA L.
1	3	26	17708 W. 67th Terrace	SORTER, ROBERT A. & SORTER, CONNIE S.
1	3	27	17700 W. 67th Terrace	QUICK TRUST
1	3	28	17616 W. 67th Terrace	PHILLIPS, JERRY L. & FLINK, MARY EILEEN
1	3	29	17610 W. 67th Terrace	KUCKELMAN FAMILY TRUST
1	3	30	17604 W. 67th Terrace	OWEN, SHIRLEY A.
1	3	31	6722 Vahalla Drive	BRICE, ANGELIA R
1	3	32	6718 Vahalla Drive	HORINE, JASON C & HORINE, JESSICA L
1	3	33	6714 Vahalla Drive	WHITE, RONALD P & PRESTON, GIA

Plat	Block	Lot	Address	Owner(s)
1	3	34	6710 Vahalla Drive	BLUNK, ARTHUR ALLEN & BLUNK, NANETTE J.
1	3	35	6706 Vahalla Drive	TRIERWEILER, SHEILA D TRUST
1	3	36	6702 Vahalla Drive	CHANDLER, RAYMOND V AND CHANDLER, JANICE L TRUST
1	3	37	6701 Vahalla Drive	HAYNES, RODNEY L. CO-TRUSTEE & HAYNES, DEBORAH A. CO-TRUSTEE
1	3	38	6705 Vahalla Drive	BECKENBAUGH, THOMAS G. & BECKENBAUGH, DELORES C.
1	3	39	6709 Vahalla Drive	BECKENBAUGH, THOMAS G. & BECKENBAUGH, DELORES C.
1	3	40	6713 Vahalla Drive	RUSSELL, ALAN R. & RUSSELL, CHERRY M.
1	3	41	6717 Vahalla Drive	WYCKOFF, TROY S. & WYCKOFF, DENET L.
1	3	42	6721 Vahalla Drive	VONDERLINDEN, ALAN C. & VONDERLINDEN, JULIE M.
1	3	43	6725 Vahalla Drive	WILLICH, MICHAEL V & WILLICH, CYNTHIA A
1	4	1	17617 W. 67th Terrace	NEMETH TRUST
1	4	2	17611 W. 67th Terrace	STEVEN C JACKMAN AND KELLI L KRAMER-JACKMAN REVOCABLE LIVING TRUST
1	4	3	6740 Vahalla Court	COMISKEY, GREG & COMISKEY, CHRISTINA
1	4	4	6752 Vahalla Court	FREEMAN, ANNISSA
1	5	1	17427 W. 67th Terrace	JOHNSON, RONALD E. & JOHNSON, LINDA K.
1	5	2	6733 Vahalla Court	OSHEA, RANDALL J. & OSHEA, EMILY S.
1	5	3	6739 Vahalla Court	SUDHAKAR, PAUL T.
1	5	4	6741 Vahalla Court	HARGIS, CAROLYN R
1	5	6	6749 Vahalla Court	FOWLER, LYNDA E
1	5	7	6753 Vahalla Court	WHITEHEAD, ANDREW & VOLLBRACHT, CHANTAL MICHELE & WHITEHEAD, AUDREY
1	5	8	6757 Vahalla Court	GOODWIN, SUSAN E. TRUST
1	5	9	6761 Vahalla Court	T NELSON MANN REVOCABLE TRUST
1	5	10	6765 Vahalla Court	KROGMAN, JUSTIN C & KROGMAN, JAIME K
1	5	11	17709 W. 67th Terrace	TURNER, GARY E. & TURNER, SUZANNE
1	5	12	6743 Red Oak Drive	HIGGINS, RONNIE G & HIGGINS, LEANNA S
1	5	13	6747 Red Oak Drive	BONHAM, BRENT N. & BONHAM, JANA M.
2	1	28	17808 W. 68th Street	BROCKHOFF, BRIAN A & BROCKHOFF, JOLYANN LEE
2	1	29	17814 W. 68th Street	WOLFE, JULIE ANNE & QUIGLEY, JOHN R & WOLFE, MATTHEW EUGENE
2	1	30	17820 W. 68th Street	BUCK, MICHELLE R.
2	2	1	17819 W. 68th Street	STEFEL, AMANDA & JOHNSTON, TYLER

Plat	Block	Lot	Address	Owner(s)
2	2	2	17813 W. 68th Street	GEIB FAMILY REVOCABLE LIVING TRUST
2	2	4	6812 Red Oak Drive	SIEVERT, THOMAS M. & SIEVERT, KATHLEEN
2	2	5	6820 Red Oak Drive	CARLON, GILBERT & CARLON, LILLIAN S.
2	2	6	6828 Red Oak Drive	YOWELL, RAY
2	2	12	17824 W. 69th Street	WEST, DOUGLAS S. & WEST, CONNIE L.
2	2	13	17828 W. 69th Street	ROBINSON, JOHN B. TRUSTEE & ROBINSON, JOAN K. TRUSTEE
2	2	14	17832 W. 69th Street	JONES, AMOS W. & JONES, BETTY F.
2	2	15	17836 W. 69th Street	SHEPHERD, MIKE AND SHEPHERD, TAMMY JT REV TRUST
2	2	16	17838 W. 69th Street	MOORE FAMILY TRUST
2	2	17	17840 W. 69th Street	NELSON, DIANE C. LIVING TRUST
2	2	18	17839 W. 69th Street	BATY, DOLORES D. REV TRUST
2	2	19	17835 W. 69th Street	PETRIE, MARY P REV TRUST
2	2	20	17831 W. 69th Street	HARRISON, PAUL G. & HARRISON, GERRI B.
2	2	21	17825 W. 69th Street	PORTER LIVING TRUST
2	2	22	17821 W. 69th Street	RAOUF, HADEEL T. & MUSAWI, FARIS K. AL
2	2	23	17813 W. 69th Street	TOREN, JOHN R.
2	2	24	17805 W. 69th Street	MARILYNN J STERNER IRREVOCABLE TRUST
2	2	25	17801 W. 69th Street	SKORUPAN, DUANE E. & SKORUPAN, JO A.
2	2	26	6914 Red Oak Drive	MACPHERSON, RYAN & MACPHERSON, ROSAMARIA
2	2	27	6918 Red Oak Drive	MCILVAIN, STEVEN L. & MCILVAIN, DIANA K.
2	2	28	17802 W. 69th Terrace	NIGRO, JOHN E. II & NIGRO, SHARON
2	2	29	17806 W. 69th Terrace	ROBERTS, MICHAEL L & ROBERTS, DEBORAH S
2	2	30	17810 W. 69th Terrace	CAMPBELL, PATRICK J & CAMPBELL, ALECIA L
2	2	31	17814 W. 69th Terrace	BUCKLEY, MICHAEL J. & BUCKLEY, CARMEN M. TRUST
2	2	32	17818 W. 69th Terrace	STRAIT, TRISTAN E
2	2	33	17817 W. 69th Terrace	LOWRANCE, KAMELA R
2	2	34	17811 W. 69th Terrace	WOODMAN, JULIE K. & FUNK, MICHELLE K.
2	2	35	6930 Red Oak Drive	SCHULZE, LINDEL & SCHULZE, MYRA
2	2	37	7000 Red Oak Drive	PIETIG, BRUCE G & PIETIG, KRISTIE A
2	2	38	7016 Red Oak Drive	BUTSCHIE, WILLIAM

Plat	Block	Lot	Address	Owner(s)
R2	2	40	17807 W. 68th Street	FLOYD, REBECCA E & SPAINHOUR, JULIA S
R2	2	41	6804 Red Oak Drive	TEETSEL, ROBERT D. & TEETSEL, CHERYL R.
R2	2	42	17802 W. 69th Street	TRAN, HOANG & TRAN, DUYN
R2	2	43	17804 W. 69th Street	WEEKS, MARK E & WEEKS, SHERRI H
R2	2	44	17808 W. 69th Street	SOYSTER, HARRY D. & SOYSTER, SYLVIA S.
R2	2	45	17812 W. 69th Street	
R2	2	46	17816 W. 69th Street	ROSENBAUM, ALLEN L. & ROSENBAUM, DIANA J.
R2	2	47	17820 W. 69th Street	JIANAS, NICHOLAS & MASON, KELLY
2	5	14	6751 Red Oak Drive	HEWITT, STEPHEN O., HEWITT, CAROL T., HEWITT, WAYNE B. & HEWITT, AMY M.
2	5	15	6755 Red Oak Drive	BURTON LIVING TRUST
2	5	16	6759 Red Oak Drive	LINDUFF, HARRISON J & LINDHUFF, HALIE S
2	5	17	6801 Red Oak Drive	SUTHERLIN, ROBERT MICHAEL & SUTHERLIN, CATHERINE ANNE
2	5	18	6805 Red Oak Drive	SHEETS, JUSTIN & SHEETS, MEGAN L
2	5	19	6817 Red Oak Drive	BELLINGER, DAVID J. & BELLINGER, SKYLAR A.
2	5	20	6825 Red Oak Drive	DANIELS, JEFFREY H. & DANIELS, CHERYL L.
2	5	21	17734 W. 68th Terrace	REYES, DAMIAN J & REYES, AMELIA M
2	5	22	17730 W. 68th Terrace	SHARP, CHARLES & SHARP, EMILY
2	5	23	17726 W. 68th Terrace	BERLIN, LYNN M. & SMITH, CATHERINE L.
2	5	24	17722 W. 68th Terrace	ZIMMERMAN, DONNA N. & ZIMMERMAN, KENNETH L
2	5	25	17723 W. 68th Terrace	SLAUGHTER, JOHN C. & SLAUGHTER, DIANA L.
2	5	26	17725 W. 68th Terrace	CARLSON, PAUL J. & CARLSON, LINDA S.
2	5	27	17727 W. 68th Terrace	WINKLEY, KONNER & WINKLEY, EMMA GRACE
2	5	28	17731 W. 68th Terrace	ABRAMS, EDWARD J. & ABRAMS, CAROLYN I.
2	5	29	17735 W. 68th Terrace	CIBILS, ANDRES & CIBILS, LILIAN
2	5	30	17739 W. 68th Terrace	BURROWS, BROCK & BOHRN, HEATHER
2	5	31	17743 W. 68th Terrace	BURKE, BYRON D. & BURKE, DAWN
2	5	32	6913 Red Oak Drive	BAUR FAMILY REV TRUST
2	5	33	6917 Red Oak Drive	WALTERS, DAVID E. & JETT, TERRY J.
2	5	34	6921 Red Oak Drive	INSISIENMAY FAMILY TRUST
2	5	35	6925 Red Oak Drive	GLENN A KESSLER TRUST

Plat	Block	Lot	Address	Owner(s)
2	5	36	6929 Red Oak Drive	GRISWOLD, TRISHELLE & GRISWOLD, BRAD
2	5	41A	17524 W. 70th Street	ALLEN, CHRIS DALE TRUST
2	6	6	7011 Red Oak Court	LORD, MICHELLE & LORD, JACOB
2	6	7	7007 Red Oak Court	SMITH, PHILIP ROBERT TRUST & SMITH, WANDA LUCILLE TRUST
2	6	10	17711 W. 70th Street	TICHENOR, ROBERT II & TICHENOR, RAMONA
2	6	11	17617 W. 70th Street	BLUNDELL, ROBERT E. & BLUNDELL, DARLENE M.
2	6	14	17531 W. 70th Street	GRADERT, MITCHELL & SHEARIN, KATIE
2	6	15	17525 W. 70th Street	COPENHAVER, MICHAEL D & COPENHAVER, JULIA A
3	3	45	6716 Millcreek Road	BATTENBERG, JAY D. JR CO-TTEE BATTENBERG, SUSAN M. CO-TTEE
3	3	46	6712 Millcreek Road	JOHN C WIRES AND LEIGH A WIRES TRUST
3	3	47	6708 Millcreek Road	CODAY, JUDITH A. REV TRUST
3	3	48	6704 Millcreek Road	JEFFREY W JARCHOW AND MAUREEN R JARCHOW TRUST
3	3	49	6700 Millcreek Road	DEMING, GEORGIA P, DEMING, MARK H
3	3	51	6654 Elmridge Road	TASCHLER, KEITH G. TRUSTEE & TASCHLER, BOBBIE J. TRUSTEE
3	3	52	17204 W. 67th Street	RODRIGUEZ, ALFREDO
3	3	54	17212 W. 67th Street	HAUN, GEOFFREY & FOLSE, CHRISTINE
3	3	55	6703 Millcreek Road	ZUNIGA, HENRY & ZUNIGA, MARY KATHLEEN
3	3	56	6707 Millcreek Road	ZUNIGA, HENRY & ZUNIGA, MARY KATHLEEN
3	3	57	6711 Millcreek Road	WALLACE, DILLON M & WALLACE, TARYN L
3	3	59	6729 Clairborne Road	SABINAS, THEODORE ALAN & SABINAS, LYNDA LANAE LEE
3	3	60	17216 W. 67th Street	FUNK, PETER & SAWYER, MEGAN
3	3	61	17215 W. 67th Street	PLAGGE, GERALD L. & PLAGGE, DIANE M.
3	3	62	6735 Clairborne Road	MILLER, ANDREW TYLER & MILLER, EMILY SUZANNE
3	3	63	6741 Clairborne Road	MATHEW, JAMIE E & MATHEW, ABRAHAM K
3	3	64	17224 W. 68th Street	LEWIS FAMILY TRUST
3	3	65	17218 W. 68th Street	STEVEN C HOOVER AND DEBRA A LINGLE LIVING TRUST
3	3	66	17212 W. 68th Street	KINSELLA, JEFFREY S. & KINSELLA, KANDI
3	3	68	17207 W. 67th Street	SMITH, STEPHEN & BUSCHART, LISA
3	3	69	17203 W. 67th Street	MALKAMES SAPPENFIELD TRUST
3	3	72	17213 W. 68th Street	LOPEZ, CARLOS JR & LOPEZ, IRENE S.

Plat	Block	Lot	Address	Owner(s)
3	3	73	17219 W. 68th Street	FLEET, MATTHEW AND ERIN TRUST FLEET, ERIN
3	3	74	17225 W. 68th Street	HUGHES, MEGAN M & HUGHES, BRADY M
3	3	76	6907 Clairborne Road	FUENFHAUSEN, JULIE E & HOBBS, JON M
3	3	80	17230 W. 70th Street	JOHNSON, MARK E.
3	3	81	17226 W. 70th Street	OUFNAC, JOY L & OUFNAC, JONATHAN M
3	3	82	17222 W. 70th Street	THOMAS, ROBERT, THOMAS, JOY, THOMAS, DALE & THOMAS, AILI
R3	3	86	17218 W. 70th Street	YEOMAN, STEVEN & BRIGNONI, PAMELA
3	5	51	6738 Millcreek Road	MALONE, SHAWN D.
3	5	52	6734 Millcreek Road	GROSSMAN FAMILY WEALTH TRUST
3	5	53	6730 Millcreek Road	LINDENMAN, ANDREW J
3	5	54	6726 Millcreek Road	WEILAND, CHARLES E. JR & WEILAND, MARY E.
3	6	26	17317 W. 70th Street	EHLI, EWALD
3	6	27	7007 Clairborne Court	BEATTY, DENISE A.
3	6	31	7023 Clairborne Court	BLANCHARD, NICHOLAS
R3	6	40	17205 W. 70th Street	HORTON, BRETT W & HORTON, MICHELLE D
3	7	2	6737 Millcreek Road	PETERSON, TIMOTHY A. & PETERSON, ALICE L.
3	7	2A	6737 Millcreek Road	JAMES K CHARLESWORTH AND VICTORIA W CHARLESWORTH REVOCABLE LIVING TRUST
3	7	3	6805 Millcreek Road	JAMES K CHARLESWORTH AND VICTORIA W CHARLESWORTH REVOCABLE LIVING TRUST
3	7	4	6813 Millcreek Road	DORNER, BRADLEY & DORNER, DANIELLE
3	7	5	6907 Millcreek Road	BRYANT, SHANNON L
3	7	10	6808 Clairborne Road	CARTER, WOODROW W, III & CARTER, DELESA CARRIE
3	7	11	6804 Clairborne Road	WILLS, DREW A
3	7	12	6740 Clairborne Road	HILL, GILBERT R. & HILL, ROBIN G.
3	7	14	6724 Clairborne Road	SCHWIETERMAN, SETH & SCHWIETERMAN, JANA E
3	8	3	17241 W. 70th Street	KINSMAN, MARTIN H. & KINSMAN, JULIE A.