

332632

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made effective the 12th day of December, 2005 (the "**Effective Date**"), by Michael A. Flory and Cheryl A. Flory, husband and wife, and their assigns (the "**Declarant**"), and Mac Investments, Inc., a Kansas corporation ("**Developer**").

RECITALS

A. Declarant desires to place certain covenants, conditions, restrictions, easements, charges and liens upon certain real property located in Douglas County, Kansas, and described in Exhibit A attached to and, by reference, made a part of this Declaration (the "**Real Estate**"), for the benefit of Declarant and Declarant's successors, grantees and assigns, and to protect the value and desirability of the Real Estate and contiguous real property owned by Declarant or in which Declarant has an interest.

B. Declarant hereby agrees that the Real Estate shall be subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

C. Declarant has entered into an Option Development Agreement with Developer pursuant to which Developer has the option to acquire all or portions of the Real Estate and Developer agrees that the Real Estate shall be subject to the protective covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

DECLARATION

NOW, THEREFORE, Declarant declares that the Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens described in this Declaration, for the purposes of (i) enhancing and protecting the value, desirability and attractiveness of the Real Estate and contiguous real property owned by Declarant or in which Declarant has an interest, (ii) increasing the Owners' benefit to be derived from the Real Estate, and (iii) protecting the owners, lessees and sublessees of any part of the Real Estate against incompatible uses of other parts of the Real Estate. These easements, covenants, restrictions and conditions shall run with the Real Estate and shall be binding upon all parties having or acquiring any right, title or interest in the Real Estate, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1. "**Declarant**" shall mean and refer to Michael A. Flory and Cheryl A. Flory and to any person to whom Michael A. Flory and Cheryl A. Flory shall assign their rights as Declarant.
2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Parcel, including a contract purchaser of a Parcel. The term "Owner" shall not mean any mortgagee, unless and until such mortgagee has acquired fee simple title to a Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure.
3. "**Person**" or "**persons**" shall mean a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property, or any combination thereof.
4. "**Parcel**" or "**Parcels**" shall mean and refer to the individual parcels or lots as described in Exhibit A and that make up the Real Estate, together with all future permitted subdivisions of any parcel. The Parcels shall

mail: Barbara Emerson
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be numbered in the manner shown in Exhibit A.

5. Other terms may be defined in specific provisions contained in this Declaration and shall have the meaning assigned in such definition.

ARTICLE II

SCOPE OF DECLARATION

1. **Property Subject to Declaration.** Declarant, as the Owner of all of the Real Estate, expressly intends to, and by the execution and recording of this Declaration does hereby, subject the Real Estate to the provisions of this Declaration.

2. **Conveyances Subject to Declaration.** All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on all persons having at any time any interest or estate in any Parcel, or part thereof, and their respective heirs, legal representatives, successors and assigns.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. **Architectural Control Committee.** The Architectural Control Committee shall have the powers and duties set forth in this Declaration and shall consist of three (3) persons. Initially, the Committee shall consist of Michael A. Flory, Jason W. Flory, and Cheryl A. Flory. A majority of the Committee may designate a representative to act for it. Until such time as all of the Parcels have been sold by Declarant to third parties, Declarant shall have the right to remove members of the Committee and substitute other persons for any member who may be removed, resign or for any other reason ceases to act as a member of the Committee. Declarant shall take such action by written statement duly filed with the Committee. At such time as Declarant conveys all the Parcels, or earlier if Declarant so elects in writing, a majority of the Owners shall have all powers previously held by Declarant to remove and appoint members of the Committee. The affirmative vote of a majority of the members of the Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling, or order, or to issue any permit, consent, authorization, or approval pursuant to the authority contained in this Declaration. In lieu of a meeting, the Committee may take action by unanimous written consent or may meet by telephone conference in which all members participate. The decisions of the Committee shall be final.

2. **Restrictions.** No structures, fencing, or other improvements, including, without limitation, residential dwellings, barns, outbuildings, or sheds, shall be constructed, erected, placed, altered, maintained or permitted on any Parcel until plans and specifications with respect thereto in manner and form satisfactory to the Committee showing the proposed improvements, site plan, all exterior elevations, roof pitch and materials, color and composition of exterior materials, including trim colors, signs, easements and utilities, and such other information as may be requested by the Committee have been submitted to and approved in writing by the Committee. No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his dwelling or other buildings on his Parcel or the grade or topography of such Owner's Parcel without the prior written consent of the Committee. No permission or approval shall be required to (i) repaint in accordance with an originally approved color scheme, (ii) rebuild in accordance with originally approved plans and specifications, or (iii) to decorate any Parcel or improvements located on a Parcel with temporary seasonal decorations that do not constitute a nuisance or annoyance to the neighborhood or which detracts from the attractiveness of the Real Estate. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of such Owner's residence or other buildings, or to paint such interior any color the Owner desires.

3. **Standard for Review.** Approval by the Committee must be in writing, and shall be based, among other things, on adequacy of the Parcel dimensions, conformity and harmony of external design, colors, roof materials effect of location and use of improvements on neighboring Parcels, operations and uses; relationship of topography, grade and finished ground elevation of the Parcel being improved to that of neighboring Parcels; proper facing of main elevation with respect to nearby roads; compatibility and location of parking areas; and conformity of the plans and specifications to the purpose and intent of this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of any such plans and specifications.

4. **Limitation of Liability.** Neither the Committee nor Declarant, nor their respective agents, employees, successors or assigns, shall be liable in damages to (i) anyone submitting plans to them for approval, or (ii) the Owner of any land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve or disapprove any such plans and specifications which are submitted to it. Every person who submits plans to the Committee for approval agrees by submission of such plans and specifications, and any Owner or tenant of any of the Parcels agrees by acquiring title thereto or an interest therein, to not bring any action or suit, against the Committee or Declarant, asserting any right to recover any such damages.

5. **Construction Requirements.** Exterior walls of all residential dwellings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, glass, glass blocks, any combination thereof, or any other materials approved by the Architectural Control Committee. Windows, doors, and louvers shall be of wood, vinyl, or metal and glass. Roofs with a pitch of less than six (6) inches per foot shall be prohibited. Maximum roof pitch shall be eighteen (18) inches per foot. All exterior walls and roofs shall be as specified in this paragraph unless approval is otherwise granted by the Architectural Control Committee.

6. **Approval or Disapproval of Plans.** The Committee shall have thirty (30) days following submission, in writing, by the Owner, of required plans, specifications, and other information, in which to approve or disapprove such plans and specifications, or to request additional information reasonably required by the Committee. If the Committee shall fail to approve or disapprove such plans, or to request additional information within such thirty (30) day period, the plans and specifications shall be deemed to be approved and the requirements of this Article shall be deemed to have been fully complied with. Upon approval by the Committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon approval by the applicable governmental agency authorized to issue building permits, such plans and specifications and a copy of all building permits as approved, if requested by the Committee, shall be deposited among the permanent records of the Committee. Approval for use on any Parcel of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other Parcel or Parcels. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

ARTICLE IV

GENERAL RESTRICTIONS AND EASEMENTS

The following general restrictions and covenants shall apply to all the Real Estate, except as expressly provided:

1. **Permitted Use.** The Parcels shall be utilized only for residential, single-family country estate purposes, compatible with this Declaration.

2. **Dwelling Size.** The total combined area of the first floor, exclusive of open porches (including "screened-in" porches), decks, patios, and garages, for any residence, dwelling or home to be constructed on a Parcel

shall not be less than 1,500 square feet, which are finished above-grade and intended for the regular use and occupancy of the persons living in the residence. The total combined area, exclusive of open porches (including "screened-in" porches), decks, patios, and garages, for any residence, dwelling or home containing more than one story to be constructed on a Parcel shall not be less than 2,000 square feet, which are finished above-grade and intended for the regular use and occupancy of the persons living in the residence.

3. **Signs.** No sign of any kind shall be displayed to the public view on any Parcel, except (i) one sign of not more than five (5) square feet advertising the property for sale or rent, or (ii) signs used by a builder and/or owner to advertise the property during the construction and sales period. No professional or commercial signs of any type or form shall be allowed on any Parcel.

4. **Livestock and Poultry.** No animals, livestock, or poultry of any kind including, without limitation, swine, goats and exotic animals, shall be raised, bred, or kept on any Parcel, except that dogs, cats, and other household pets, pleasure saddle horses and beef cattle for the Owner's personal family use or 4-H projects may be kept. In no event shall any animal of any nature exceed a density of two (2) animals of any one species on any Parcel. Pets shall be kept under control so as not to create damage or become a nuisance.

5. **Oil, Mining and Quarry Operations.** No quarrying, top-soil removal for commercial purposes, borrow pit or mining operations of any kind shall be permitted upon or in any Parcel, nor shall tunnels, mineral excavations, or shafts be permitted upon or in any Parcel for such purposes. No oil drilling, oil wells, tanks, oil development operations or oil refining of any kind shall be permitted upon or in any Parcel, nor shall oil derricks or other structures designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Parcel.

6. **Nuisances.** No noxious or offensive activity shall be carried on within any Parcel, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any exposed area nor shall anything ever be done which may be or become an annoyance, nuisance, security risk or safety hazard to the Owners. Each Owner shall refrain from making or permitting any disturbing noise by himself, his family, agents, visitors, licensees, lessees, and pets, and to refrain from permitting anything by such persons or pets that will interfere with the rights, comforts, or convenience of the other Owners. All trash and refuse shall be placed in closed containers or plastic bags, securely covered or tied, and delivered at such times, and to such locations, as may be determined for trash pickup by the County of Douglas, Kansas.

7. **Utilities and Drainage.** Rights for the installation and maintenance of utilities and drainage shall be provided over, across and under the Parcels, as reasonably requested by Declarant or required from any provider of such utilities or governmental authority, from time to time. No utility lines, including without limitation, gas, electrical power, telephone, cable television service, and internet lines, may be installed or maintained above the surface of the ground on any part of the Real Estate without the consent in writing of the Architectural Control Committee. Each Owner shall refrain from interference with the established drainage pattern over such Owner's Parcel or from adjoining or other Parcels, and shall make adequate provision for proper drainage from any such other Parcel in the event the established drainage over such Owner's Parcel is changed or altered.

8. **Commercial and Junk Vehicles.** No commercial vehicles, construction equipment, semi-tractors or trailers, unusable vehicles, salvage machinery, or other items of junk or salvage shall be stored, kept or parked overnight upon any Parcel except within enclosed garages, sheds or outbuildings.

9. **Vehicles.** No bus, truck, trailer, mobile home, boat, boat trailer or rack, equipment, machinery, cars, or vehicles of any kind not in daily use shall be parked, located, or otherwise maintained on any Parcel except within the private enclosed garage, shed or outbuilding located on a Parcel, or behind any screening fences so that such vehicles are screened from view by the other Owners.

10. **Buildings.** All buildings, structures and outbuildings to be constructed upon a Parcel must be

completed, including paint or its equivalent, within 9 months from the starting date of construction. All structures in every Parcel must be set back at least 150 feet from the edge of the Parcel located along the road or street providing access to such Parcel. Each Owner shall maintain in good condition and repair the exterior and interior of any building erected on such Owner's Parcel, and shall maintain in good condition the real property appurtenant to any such building, including the regular mowing of lawns and removal of debris. Each residential dwelling shall have an attached two-car garage. All barns, outbuildings, sheds or other non-residential structures ("**Outbuildings**") located on a Parcel shall have the same exterior design, the same roof materials, same roof pitch, and the same colors as the residence, or shall have white paint and a green roof as approved by the Architectural Control Committee. No Outbuilding shall be built closer to the road or street providing access to such Parcel than the rear of the residential dwelling.

11. **Fencing.** A fifty foot (50') easement is hereby created in favor of the other Owners along the west side of Parcels 1A through 6A, and along the south side of Parcels 1A and 7A, for the installation and maintenance of a white PVC fence (the "**Fence**"). Each of the Owners of such Parcels shall maintain portions of the Fence on his or her Parcel except that the costs of any repair occasioned by the misuse or negligent use of the Fence by an Owner shall be paid by the Owner causing or permitting the damage, and shall ensure that such Fence shall be compatible with the fencing along the west boundary of Parcels 1A-6A and southern boundary of Parcels 1A-7A to provide a consistent, harmonious, and uniform appearance to the Real Estate. Prior to adding additional fencing on any Parcel, information on the type, height, color, and location of any fencing shall be provided to the Architectural Control Committee, and no construction of such fencing shall commence until approval of the fencing has been given in writing by the Committee. Notwithstanding the preceding sentence, no fence shall be constructed on any Parcel closer to the road or street providing access to such Parcel than the front of the residential dwelling on such Parcel unless such fence matches the appearance, style and color of the Fence, as determined and approved by the Architectural Control Committee in its sole discretion.

12. **Mobile Homes and Basements.** No mobile home, double-wide home, component home, modular home, manufactured home, prefabricated home, prebuilt home, factory built home, house trailer, travel trailer, or any temporary or mobile structure, or any portion thereof, may be used as a residence, occupied in any manner, permanent or temporary, or maintained on any Parcel, except within enclosed garages, sheds or outbuildings or except behind screening fences so that they are screened from view by the other Owners. No basement, or any portion thereof, may be used as a residence or occupied in any manner, permanent or temporary, on any Parcel until the residence, dwelling or home has been completed in accordance with paragraph 2 above.

13. **Windmill Generators and Satellite Dishes.** No exterior power windmill generator shall be erected or installed upon any Parcel, nor shall any satellite dish with a diameter greater than three feet be installed upon any Parcel or be attached to any dwelling located on any Parcel.

14. **Division of Parcels.** No Parcel shall be subdivided, except as approved by a vote of at least seventy-five percent of the then Owners of all Parcels in accordance with the voting procedure established in paragraph 1 of Article V of this Declaration. Notwithstanding anything in this Declaration to the contrary, Declarant hereby reserves the right to subdivide, from time to time, any Parcel or Parcels owned by Declarant.

15. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of any Parcel, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Real Estate shall be observed. The obligation of complying with requirements of governmental bodies as to the maintenance, modification or repair of any part of the Real Estate, shall be imposed on the same person who has the obligation to maintain and repair such Real Estate.

16. **Easement for Driveways.**

- a. Easements are hereby created over, upon and across twenty feet (20') on either side of the

boundary line between Parcels 1A and 2A; between Parcels 3A and 4A; between Parcels 5A and 6A, from the right-of-way for East 1375 Road east a distance equal to the lesser of (i) 150 feet, or (ii) the length of the driveways that are initially constructed on such Parcels for (a) free and unimpeded vehicular and pedestrian ingress and egress, and (b) a right-of-way for driveway purposes, together with the right to use the joint curb cut (access opening) onto adjoining East 1375 Road. These easements shall run with the land and shall be for the joint and nonexclusive use and benefit of the Owners of the Parcels on which such easements are located, their successors, assigns, grantees, tenants, employees, agents, and invitees and all persons claiming by, through, or under them.

b. The Owners of the two Parcels on which the driveway easement is located, at their expense, shall cause the driveway and curb cut located on their Parcels to be maintained at all times in good and clean condition and repair and shall equally share the expense of such maintenance and repair, whereby the Owners of Parcel 1A shall pay 50% and the Owners of Parcel 2A shall pay 50% of the cost to maintain the driveway and curb cut jointly located on Parcels 1A and 2A; the Owners of Parcel 3A shall pay 50% and the Owners of Parcel 4A shall pay 50% of the cost to maintain the driveway and curb cut jointly located on Parcels 3A and 4A; and the Owners of Parcel 5A shall pay 50% and the Owners of Parcel 6A shall pay 50% of the cost to maintain the driveway and curb cut jointly located on Parcels 5A and 6A as follows: (i) To maintain the surface in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use, and durability; (ii) remove all papers, debris, filth, and refuse to the extent reasonably necessary to keep the driveways in a clean and orderly condition; (iii) remove snow and ice from the easement as soon as reasonably may be done following the accumulation of snow and ice on the driveway, and maintain drainage structures and drainage ways for storm water runoff. Any upgrading of the driveways beyond that which exists at the time of the construction of the residential dwellings on the Parcel shall be made only upon the agreement of all the Owners of the two Parcels on which such driveway shall be located, and the cost of said improvements and the distribution of the costs must also be agreed to by the Owners of the two Parcels on which the driveways exist; provided, however, that the Owner of a Parcel on which the driveway exists may upgrade the driveway without the agreement of the other Owner at any time and from time to time, at such Owner's sole expense. Nothing in this paragraph shall require an Owner of a Parcel to maintain, repair or replace that portion of the driveway that is located entirely on an adjacent Parcel and the cost to maintain, repair or replace that portion of a driveway located entirely on a Parcel shall be paid by the Owners of that Parcel.

c. If the Owner of either Parcel on which a driveway shall be jointly located shall fail or refuse to maintain or repair the driveway or curb cut, or both, in accordance with this Declaration, the Owner of the other Parcel on which such driveway is located shall have the right, but not the obligation, to perform or cause to be performed such maintenance and repairs as set forth in this Declaration, in which event the Owner performing said maintenance and repairs shall be entitled, upon written demand to the Owner of the other Parcel, to reimbursement of actual and reasonable expenses incurred, and the repayment of such expenses shall be enforceable and secured by a lien as in the case of all other fees or charges in accordance with paragraph 3 of Article V.

17. **Lawn and Grass Maintenance.** For a period of five (5) years following the recording of this Declaration, Declarant shall have the obligation to mow the road ditches as Declarant deems necessary, but at least eight (8) times per year. In consideration of such obligation, each Owner shall pay Declarant an annual fee of Twenty-Five Dollars and No/100 (\$25.00) per Parcel owned by such Owner payable in advance on or before the first day of January of each year during such five-year period. Declarant shall have an easement across the Real Estate to perform such obligation. After the five-year period expires the Owners of the Parcels on which the ditches are located or to which the ditches are adjacent shall have the obligation to regularly mow such ditches, which mowing shall occur at least eight (8) times per year. The grass on each Parcel, including the grass surrounding any fence, must be maintained in a condition acceptable to the Architectural Control Committee, and in any event must be

mowed, including trimming with a weed-eater or similar machine, at least four times per calendar year.

ARTICLE V

MODIFICATION AND ENFORCEMENT

1. **Modification.** Except as provided in this Declaration, this Declaration, or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, changed, modified or amended, including, without limitation, adding new or additional provisions, covenants, terms or restrictions (hereinafter, "Amend" or "Amendment"), at any time, with the written affirmative vote, in person or proxy, of the then Owners of at least three-fourths of all the Parcels. The Owner or Owners of each Parcel shall be entitled to a single vote for each such Parcel owned. Each Parcel shall be entitled to a single vote so that if an Owner owns more than one Parcel, such Owner shall be entitled to a single vote for each Parcel owned. Unless a Parcel shall be subdivided in accordance with Paragraph 14 of Article IV of this Declaration, the requirement in this Declaration for the approval by the vote of seventy-five percent of the Owners shall require at least twelve (12) votes, representing twelve Parcels. If such a subdivision shall occur under Paragraph 14 of Article IV of this Declaration, the Owner of each such subdivided Parcel shall also be entitled to a single vote. Notwithstanding the foregoing, no such Amendment shall be effective without the written approval of Declarant, so long as Declarant owns any Parcel. An Amendment made as provided herein shall immediately be effective upon recording a proper instrument in writing executed and acknowledged by the required Owners (and by Declarant, if required herein) in the office of the Register of Deeds of Douglas County, Kansas.

2. **Declarant's Right to Amend.** Notwithstanding any other provision of this Article V, until all the Parcels have been sold by Declarant to third parties, Declarant reserves the right to Amend this Declaration without the approval of any Owner or other person.

3. **Enforcement.** The Committee members shall have the authority and standing, but not the obligation, on behalf of the Owners, to enforce in courts of competent jurisdiction, the restrictions and covenants contained in this Declaration and decisions of the Committee established in this Declaration. No restriction set forth in this Declaration shall be personally binding upon any Owner, except in respect to breaches committed during his, their, or its ownership of a Parcel as record title holder, and the Committee and/or the Owner or Owners of any other Parcel, or part thereof, may have the right, but not the obligation, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach, or to enforce the observance of the restrictions herein set forth, in addition to ordinary legal action for damages. Enforcement either to recover damages or restrain violations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The costs (including attorneys' fees and court costs) incurred by the Committee or the other Owners to enforce the provisions hereof may be assessed against the Parcel upon which such violation occurred. When the costs are so assessed, a statement of such costs shall be delivered to the Owner of said Parcel at which time the assessment shall become due and payable and a continuing lien upon such Parcel, and a binding personal obligation of the Owner of such Parcel and the Owner or the Committee in whose favor such lien accrues may, but shall not be required to, file a statement (a "Lien Statement") in the office of the Register of Deeds of Douglas County, Kansas, setting forth the amount due and the lien, which Lien Statement may state that it covers unpaid statements occurring after the date of the Lien Statement. The lien against any Parcel shall continue for a period of five (5) years from the date a Lien Statement is recorded in the Office of the Register of Deeds of Douglas County, Kansas, or if a Lien Statement is not so recorded, then the date of delinquency and no longer unless a foreclosure action shall have been filed. In the event such action is filed within five (5) years from the date the Lien Statement is recorded, or if not recorded within five (5) years from the date of delinquency, the lien shall continue until termination of the action and until sale of the Parcel under the execution of judgment establishing the same. No restriction set forth in this Declaration shall be personally binding upon any Owner, except in respect to breaches committed during his ownership of a Parcel or Parcels as record title holder. The Committee shall have the further right, through its agents, employees or committees, to enter upon and inspect any Parcel at any reasonable time for the purpose of ascertaining whether any

violation of the provisions of this Declaration exist on such Parcel, and neither the Committee nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VI

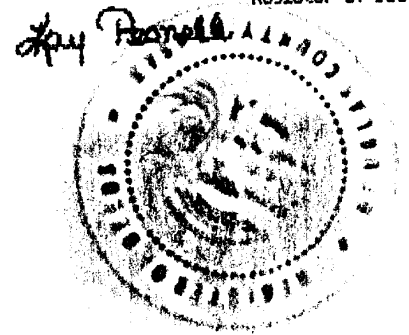
MISCELLANEOUS

1. **Severability.** All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held by a competent authority with jurisdiction that any one of such conditions, covenants, restrictions and reservations, or any part thereof, is invalid or for any reason becomes unenforceable, no other condition, covenant, restriction or reservation or any part thereof shall be thereby affected or impaired.
2. **Notice.** Any notices required or permitted under this Declaration shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, and shall be addressed to the last known address of the respective Owner or Owners, as the case may be.
3. **Interpretation.** Words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
4. **State Law.** This Declaration shall be construed in accordance with the laws of the State of Kansas.
5. **Headings.** Article and paragraph headings contained in this Declaration are for convenience only and shall not be construed to limit or expand the provisions contained in this Declaration.
6. **Covenants Running with the Land.** All easements and rights established in this Declaration are, and shall be, covenants running with the land and shall inure to the benefit and be binding upon the Owners of all Parcels and their heirs, successors and assigns, whether or not such easements or rights are mentioned or described in any deed or conveyance.

parcels 1A - 16A

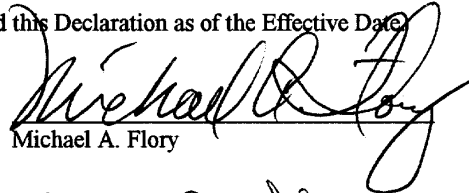
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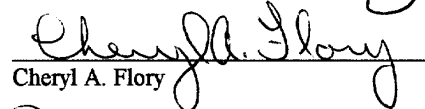
Index ☒ Numerical Index _____
No. 332632 Book 999 Page 1699
State of Kansas, Douglas County, SS.
Recorded in Book 999 Page(s): 1699 - 1711
Filed Dec 13, 2005 2:22 PM Fees \$56.00
Register of Deeds



IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date

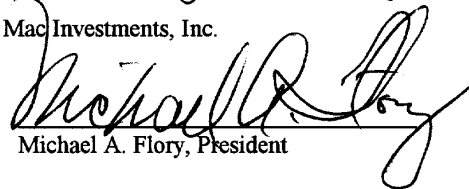
DECLARANT:


Michael A. Flory


Cheryl A. Flory

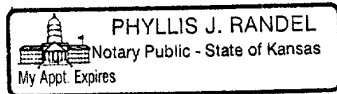
DEVELOPER: Mac Investments, Inc.

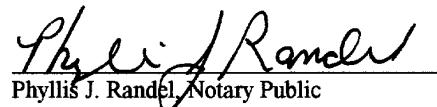
BY:


Michael A. Flory, President

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 12th day of December, 2005, by Michael A. Flory and Cheryl A. Flory, husband and wife.

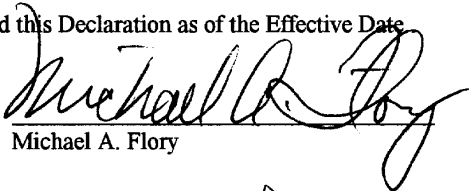


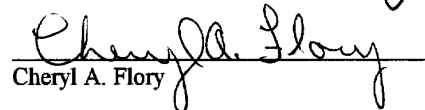

Phyllis J. Randel, Notary Public

My Appointment Expires: March 15, 2009.

IN WITNESS WHEREOF, Developer has executed this Declaration as of the Effective Date

DECLARANT:

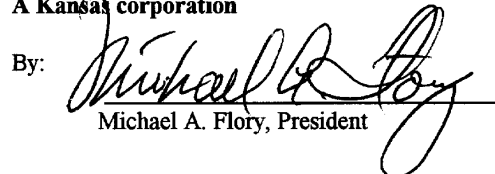

Michael A. Flory


Cheryl A. Flory

DEVELOPER: MAC INVESTMENTS, INC.,

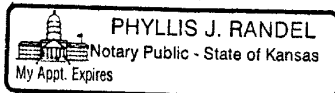
A Kansas corporation

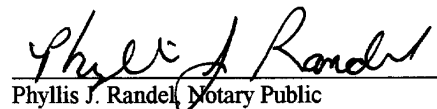
By:


Michael A. Flory, President

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 12th day of December, 2005, by Michael A. Flory, President of Mac Investments, Inc., a Kansas corporation, on behalf of said ~~limited liability company~~ corporation.




Phyllis J. Randel, Notary Public

My Appointment Expires: March 15, 2009.

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

PARCEL 1A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows; Beginning at the Southwest corner of the East Half (E½), of the Northeast Quarter (NE¼); thence North 00° 02' 39" East a distance of 305.22 feet, said point being on the West line of the East Half (E½), of the Northeast Quarter (NE¼); thence North 89° 28' 48" East a distance of 718.43 feet; thence South 00° 14' 43" West a distance of 305.24 feet, said point being on the South line of the East Half (E½), of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 663.95 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

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PARCEL 9A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 719.58 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 607.49 feet; thence North 00° 14' 43" East a distance of 361.17 feet; thence North 89° 28' 48" East a distance of 605.96 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 361.15 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 10A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 1,080.73 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 605.96 feet; thence North 00° 14' 43" East a distance of 362.08 feet; thence North 89° 28' 48" East a distance of 604.41 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 362.07 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 11A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 1,442.80 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 604.41 feet; thence North 00° 14' 43" East a distance of 355.71 feet; thence around a radial curve to the left having a Delta Angle of 20° 42' 44" a radius of 383.64 feet, a chord length of 137.93 feet with a bearing of South 80° 32' 09" East and an arc length of 138.68 feet; thence North 89° 06' 19" East a distance of 154.75 feet; thence around a radial curve to the left having a Delta Angle of 45° 00' 00" a radius of 335.00 feet a chord length of 256.40 feet with a bearing of North 66° 37' 19" East and an arc length of 263.11 feet; thence North 44° 06' 19" East a distance of 97.70 feet; thence around a radial curve to the left having a Delta Angle of 08° 25' 05" a radius of 60.00 feet, a chord length of 8.81 feet with a bearing of South 85° 48' 21" East and an arc length of 8.82 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 501.26 feet to the point of beginning, containing 5.04 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 12A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 1,485.84 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 291.78 feet; thence North 89° 06' 19" East a distance of 839.80 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 306.76 feet; thence North 89° 52' 20" West a distance of 839.71 feet to the point of beginning, containing 5.77 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 13A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 1,187.04 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 298.80 feet; thence South 89° 52' 20" East a distance of 839.71 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 298.80 feet; thence North 89° 52' 20" West a distance of 839.72 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 14A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 888.24 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 298.80 feet; thence South 89° 52' 20" East a distance of 839.72 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 298.80 feet; thence North 89° 52' 20" West a distance of 839.72 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 15A

A parcel of land located in the West Half ($W\frac{1}{2}$), of the Northwest Quarter ($NW\frac{1}{4}$) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter ($NW\frac{1}{4}$); thence North $00^{\circ} 00' 07''$ East a distance of 589.44 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter ($NW\frac{1}{4}$); thence continuing along said line, North $00^{\circ} 00' 07''$ East a distance of 298.80 feet; thence South $89^{\circ} 52' 20''$ East a distance of 839.72 feet, said point being on the East line of the West 50 acres of the Northwest Quarter ($NW\frac{1}{4}$); thence along said line, South $00^{\circ} 00' 03''$ West a distance of 298.80 feet; thence North $89^{\circ} 52' 20''$ West a distance of 839.73 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 16A

A parcel of land located in the West Half ($W\frac{1}{2}$), of the Northwest Quarter ($NW\frac{1}{4}$) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter ($NW\frac{1}{4}$); thence North $00^{\circ} 00' 07''$ East a distance of 290.65 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter ($NW\frac{1}{4}$); thence continuing along said line, North $00^{\circ} 00' 07''$ East a distance of 298.79 feet; thence South $89^{\circ} 52' 20''$ East a distance of 839.73 feet, said point being on the East line of the West 50 acres of the Northwest Quarter ($NW\frac{1}{4}$); thence along said line, South $00^{\circ} 00' 03''$ West a distance of 298.79 feet; thence North $89^{\circ} 52' 20''$ West a distance of 839.74 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

**AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "**Amendment**") is made effective the 19 day of June, 2006 (the "**Effective Date**"), by Michael A. Flory, and his successors, as Trustee of the Michael A. Flory Revocable Trust under Agreement dated March 16, 2006, and Cheryl A. Flory, and her successors, as Trustee of the Cheryl A. Flory Revocable Trust under Agreement dated March 16, 2006 ("**Declarant**"), and Mac Investments, Inc., a Kansas corporation ("**Developer**").

RECITALS

A. Michael A. Flory and Cheryl A. Flory, husband and wife, recorded the Declaration of Easements, Covenants, Conditions and Restrictions (the "**Declaration**") with the Douglas County Register of Deeds Office in Book 999, beginning on page 1699, on December 13, 2005. The Declaration describes the real estate identified in Exhibit A, attached to and, by reference, fully incorporated in this Amendment.

B. In paragraph 1 of Article I of the Declaration, the term "Declarant" includes "any person to whom Michael A. Flory and Cheryl A. Flory assign their rights as Declarant." On March 16, 2006, Michael A. Flory and Cheryl A. Flory assigned their rights as Declarant to Michael A. Flory Revocable Trust under Agreement dated March 16, 2006, and Cheryl A. Flory, and her successors, as Trustee of the Cheryl A. Flory Revocable Trust under Agreement dated March 16, 2006 ("**Declarant**"), both of whom are now the Declarant for all purposes.

C. In paragraph 2 of Article V of the Declaration, Declarant reserved the right to amend the Declaration without the approval of any Owner or other person until all the Parcels, as defined in the Declaration, have been sold by the Declarant to third parties. As of the date of this Amendment, Michael A. Flory and Cheryl A. Flory, Declarant is the owner of at least one Parcel.

D. Declarant, as assignee of Michael A. Flory and Cheryl A. Flory, desires to amend the Declaration in accordance with the terms of this Amendment, pursuant to Declarant's right to amend the Declaration under the terms of Article V of the Declaration.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended and modified as follows:

1. **Lawn and Grass Maintenance**. Paragraph 17 in Article IV of the Declaration is hereby deleted in its entirety and, in lieu of such paragraph, replaced with the following:

17. **Lawn and Grass Maintenance**. For a period of five (5) years following the recording of this Declaration, Declarant shall have the obligation to mow the road ditches as Declarant deems necessary, but at least eight (8) times per year. In consideration of such obligation, each Owner shall pay Declarant a monthly fee of Twenty-Five Dollars and No/100 (\$25.00) per Parcel owned by such Owner payable in advance on or before the first day of each month during such five-year period. Declarant shall have an easement across the Real Estate to perform such obligation. After the five-year period expires the Owners of the Parcels on which the ditches are located or to which the ditches are adjacent shall have the obligation to regularly mow such ditches, which mowing shall occur at least eight (8) times per year. The grass on each Parcel, including the grass surrounding any fence, must be maintained in a condition acceptable to the Architectural Control Committee, and in any event must be mowed, including trimming with a weed-eater or similar machine, at least four times per calendar year.

Barbara Emerson

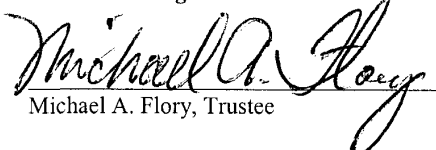
BOOK 1008 PAGE 1346

2. The Declaration is hereby amended as provided in this Amendment, and except as amended and modified herein, is hereby ratified, affirmed and adopted by Declarant.

IN WITNESS WHEREOF, Declarant and Developer have executed this Amendment as of the Effective Date.

DECLARANT:

THE MICHAEL A. FLORY REVOCABLE TRUST
under Trust Agreement dated March 16, 2006


Michael A. Flory, Trustee

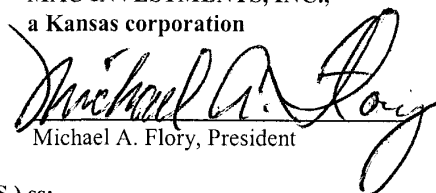
THE CHERYL A. FLORY REVOCABLE TRUST
under Trust Agreement dated March 16, 2006


Cheryl A. Flory, Trustee

DEVELOPER:

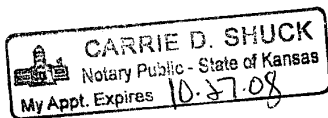
MAC INVESTMENTS, INC.,
a Kansas corporation

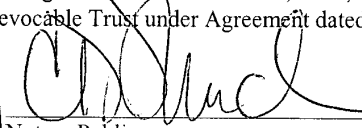
By:


Michael A. Flory, President

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 19 day of June, 2006, by Michael A. Flory, as Trustee of the Michael A. Flory Revocable Trust under Agreement dated March 16, 2006, on behalf of said trust, and Cheryl A. Flory, as Trustee of the Cheryl A. Flory Revocable Trust under Agreement dated March 16, 2006, on behalf of said trust.

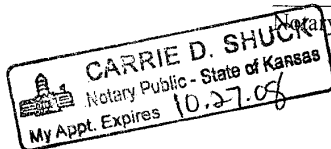


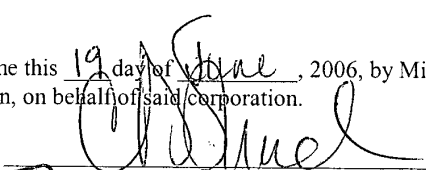

Notary Public

My Appointment Expires:

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 19 day of June, 2006, by Michael A. Flory, President of Mac Investments, Inc., a Kansas corporation, on behalf of said corporation.




Notary Public

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G:\MSG\CadwellEstates.amd2.wpd

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PARCEL 8A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 359.34 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 609.02 feet; thence North 00° 14' 43" East a distance of 360.26 feet; thence North 89° 28' 48" East a distance of 607.49 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 360.24 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 9A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 719.58 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 607.49 feet; thence North 00° 14' 43" East a distance of 361.17 feet; thence North 89° 28' 48" East a distance of 605.96 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 361.15 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 10A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 1,080.73 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 605.96 feet; thence North 00° 14' 43" East a distance of 362.08 feet; thence North 89° 28' 48" East a distance of 604.41 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 362.07 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 11A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 1,442.80 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 604.41 feet; thence North 00° 14' 43" East a distance of 355.71 feet; thence around a radial curve to the left having a Delta Angle of 20° 42' 44" a radius of 383.64 feet, a chord length of 137.93 feet with a bearing of South 80° 32' 09" East and an arc length of 138.68 feet; thence North 89° 06' 19" East a distance of 154.75 feet; thence around a radial curve to the left having a Delta Angle of 45° 00' 00" a radius of 335.00 feet a chord length of 256.40 feet with a bearing of North 66° 37' 19" East and an arc length of 263.11 feet; thence North 44° 06' 19" East a distance of 97.70 feet; thence around a radial curve to the left having a Delta Angle of 08° 25' 05" a radius of 60.00 feet, a chord length of 8.81 feet with a bearing of South 85° 48' 21" East and an arc length of 8.82 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 501.26 feet to the point of beginning, containing 5.04 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 12A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 1,485.84 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 291.78 feet; thence North 89° 06' 19" East a distance of 839.80 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 306.76 feet; thence North 89° 52' 20" West a distance of 839.71 feet to the point of beginning, containing 5.77 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 13A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 1,187.04 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 298.80 feet; thence South 89° 52' 20" East a distance of 839.71 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 298.80 feet; thence North 89° 52' 20" West a distance of 839.72 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 14A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 888.24 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 298.80 feet; thence South 89° 52' 20" East a distance of 839.72 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 298.80 feet; thence North 89° 52' 20" West a distance of 839.72 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 15A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 589.44 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 298.80 feet; thence South 89° 52' 20" East a distance of 839.72 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 298.80 feet; thence North 89° 52' 20" West a distance of 839.73 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 16A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 290.65 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 298.79 feet; thence South 89° 52' 20" East a distance of 839.73 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 298.79 feet; thence North 89° 52' 20" West a distance of 839.74 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

18-14-20 NW Parcel 12A-16A
13-14-19 NE Parcel 1A-11A



Douglas County Register of Deeds
Book: 1008 Page: 1346

Receipt #: 363602
Pages Recorded: 6
Cashier Initials: rec

Recording Fee: \$28.00

Authorized By: *Hy Peonell*

Date Recorded: 6/20/2006 3:03:41 PM



**SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "**Second Amendment**") is made effective the 21st day of OCTOBER 2006 (the "**Effective Date**"), by Michael A. Flory, and his successors, as Trustee of the Michael A. Flory Revocable Trust under Agreement dated March 16, 2006, and Cheryl A. Flory, and her successors, as Trustee of the Cheryl A. Flory Revocable Trust under Agreement dated March 16, 2006 ("**Declarant**"), and Mac Investments, Inc., a Kansas corporation ("**Developer**").

RECITALS

A. Michael A. Flory and Cheryl A. Flory, husband and wife, recorded the Declaration of Easements, Covenants, Conditions and Restrictions (the "**Declaration**") with the Douglas County Register of Deeds Office in Book 999, beginning on page 1699, on December 13, 2005. The Declaration describes the real estate identified in Exhibit A, attached to and, by reference, fully incorporated in this Second Amendment.

B. In paragraph 1 of Article I of the Declaration, the term "Declarant" includes "any person to whom Michael A. Flory and Cheryl A. Flory assign their rights as Declarant." On March 16, 2006, Michael A. Flory and Cheryl A. Flory assigned their rights as Declarant to Michael A. Flory Revocable Trust under Agreement dated March 16, 2006, and Cheryl A. Flory, and her successors, as Trustee of the Cheryl A. Flory Revocable Trust under Agreement dated March 16, 2006 ("**Declarant**"), both of whom are now the Declarant for all purposes.

C. Declarant recorded the Amendment to Declaration of Easements, Covenants, Conditions and Restrictions (the "**First Amendment**") with the Douglas County Register of Deeds Office in Book 1008, beginning on page 1346, on June 20, 2006. The First Amendment describes the real estate identified in Exhibit A, attached to and, by reference, fully incorporated in this Second Amendment.

D. In paragraph 2 of Article V of the Declaration, Declarant reserved the right to amend the Declaration without the approval of any Owner or other person until all the Parcels, as defined in the Declaration, have been sold by the Declarant to third parties. As of the date of this Second Amendment, Michael A. Flory and Cheryl A. Flory are the owners of at least one Parcel.

E. Declarant, as assignee of Michael A. Flory and Cheryl A. Flory, desires to amend the Declaration, as amended by the First Amendment, in accordance with the terms of this Second Amendment, pursuant to Declarant's right to amend the Declaration under the terms of Article V of the Declaration.

AMENDMENT

NOW, THEREFORE, the Declaration and the Second Amendment is hereby amended and modified as follows:

1. **Buildings**. The second sentence of Paragraph 10 of Article IV of the Declaration is hereby deleted, and is replaced with the following:

All structures in every Parcel, with the exception of Parcels 12A and 13A, must be set back at least 150 feet from the edge of the Parcel located along the road or street providing access to such Parcel. All structures in Parcels 12A and 13A must be set back no less than the minimum set back requirements

imposed by Douglas County, Kansas, or any other governing body having jurisdiction to impose setback requirements upon the Real Estate, as such requirements exist from time to time.

2. **Green Space.** A new paragraph 18 is hereby added to Article IV of the Declaration:

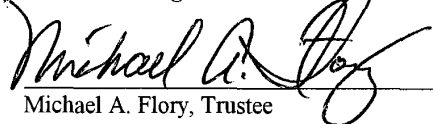
18. **Green Space.** The portion of Parcel 11A described in Exhibit B, attached to and incorporated in this Second Amendment by reference (the "**Green Space Property**"), shall remain undeveloped, free from any human-made changes, including but not limited to (a) the erection, conversion, expansion, reconstruction, renovation, movement or alteration, or partial or total demolition of buildings, Outbuildings, residences or any other structures; (b) hard-surfaced areas (including but not limited to primed and sealed AB3, asphalt, and concrete) which either prevent or retard the entry of water into the soil material; (c) the subdivision of land; (d) changing the use of land; or (e) mining, dredging, filling, grading, paving, excavation, drilling, or landscaping of land, but excluding encroachment for common maintenance needs of the land and its vegetation, including, for example, mowing, watering, fertilizing, and other common lawn maintenance.

3. The Declaration and the First Amendment is hereby amended as provided in this Second Amendment, and except as amended and modified herein, is hereby ratified, affirmed and adopted by Declarant.

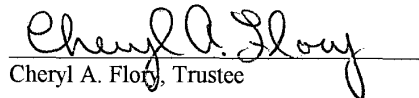
IN WITNESS WHEREOF, Declarant and Developer have executed this Second Amendment as of the Effective Date.

DECLARANT:

THE MICHAEL A. FLORY REVOCABLE TRUST
under Trust Agreement dated March 16, 2006


Michael A. Flory, Trustee

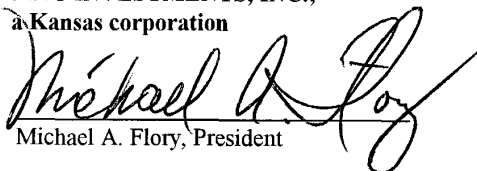
THE CHERYL A. FLORY REVOCABLE TRUST
under Trust Agreement dated March 16, 2006


Cheryl A. Flory, Trustee

DEVELOPER:

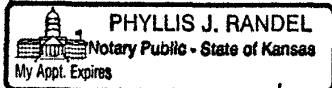
MAC INVESTMENTS, INC.,
a Kansas corporation

By:


Michael A. Flory, President

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 26th day of October, 2006, by Michael A. Flory, as Trustee of the Michael A. Flory Revocable Trust under Agreement dated March 16, 2006, on behalf of said trust, and Cheryl A. Flory, as Trustee of the Cheryl A. Flory Revocable Trust under Agreement dated March 16, 2006, on behalf of said trust.

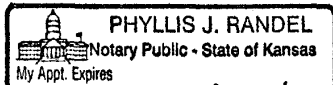


My Appointment Expires: March 15, 2009

Phyllis J. Randel
Notary Public

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 26th day of October, 2006, by Michael A. Flory, President of Mac Investments, Inc., a Kansas corporation, on behalf of said corporation.



My Appointment Expires: March 15, 2009

Phyllis J. Randel
Notary Public

13-14-19 NE



Douglas County Register of Deeds

Book: 1014 Page: 3191

Receipt #: 368095
Pages Recorded: 8
Cashier Initials: rec

Recording Fee: \$36.00

Authorized By: Jay Peonell

Date Recorded: 10/27/2006 1:28:19 PM



EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

PARCEL 1A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows; Beginning at the Southwest corner of the East Half (E½), of the Northeast Quarter (NE¼); thence North 00° 02' 39" East a distance of 305.22 feet, said point being on the West line of the East Half (E½), of the Northeast Quarter (NE¼); thence North 89° 28' 48" East a distance of 718.43 feet; thence South 00° 14' 43" West a distance of 305.24 feet, said point being on the South line of the East Half (E½), of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 663.95 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 2A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows; Commencing at the Southwest corner of the East Half (E½), of the Northeast Quarter (NE¼); thence North 00° 02' 39" East a distance of 305.22 feet to the Point of Beginning, said point being on the West line of the East Half (E½), of the Northeast Quarter (NE¼); thence continuing along said line North 00° 02' 39" East a distance of 304.77 feet; thence North 89° 28' 48" East a distance of 719.50 feet; thence South 00° 14' 43" West a distance of 304.78 feet; thence South 89° 28' 48" West a distance of 718.43 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 3A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows; Commencing at the Southwest corner of the East Half (E½), of the Northeast Quarter (NE¼); thence North 00° 02' 39" East a distance of 609.99 feet to the Point of Beginning, said point being on the West line of the East Half (E½), of the Northeast Quarter (NE¼); thence continuing along said line North 00° 02' 39" East a distance of 304.32 feet; thence North 89° 28' 48" East a distance of 720.57 feet; thence South 00° 14' 43" West a distance of 304.33 feet; thence South 89° 28' 48" West a distance of 719.50 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 4A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows; Commencing at the Southwest corner of the East Half (E½), of the Northeast Quarter (NE¼); thence North 00° 02' 39" East a distance of 914.31 feet to the Point of Beginning, said point being on the West line of the East Half (E½), of the Northeast Quarter (NE¼); thence continuing along said line North 00° 02' 39" East a distance of 303.87 feet; thence North 89° 28' 48" East a distance of 721.64 feet; thence South 00° 14' 43" West a distance of 303.88 feet; thence South 89° 28' 48" West a distance of 720.57 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 5A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows; Commencing at the Southwest corner of the East Half (E½), of the Northeast Quarter (NE¼); thence North 00° 02' 39" East a distance of 1,218.18 feet to the Point of Beginning, said point being on the West line of the East Half (E½), of the Northeast Quarter (NE¼); thence continuing along said line North 00° 02' 39" East a distance of 303.42 feet; thence North 89° 28' 48" East a distance of 722.70 feet; thence South 00° 14' 43" West a distance of 303.43 feet; thence South 89° 28' 48" West a distance of 721.64 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 6A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows; Commencing at the Southwest corner of the East Half (E½), of the Northeast Quarter (NE¼); thence North 00° 02' 39" East a distance of 1,521.60 feet to the Point of Beginning, said point being on the West line of the East Half (E½), of the Northeast Quarter (NE¼); thence continuing along said line North 00° 02' 39" East a distance of 301.36 feet; thence North 88° 33' 47" East a distance of 529.30 feet; thence around a radial curve to the right having a Delta Angle of 21° 15' 35" a radius of 533.92 feet, a chord length of 196.98 feet with a chord bearing of South 80° 53' 48" East and an arc length of 198.11 feet; thence South 00° 14' 43" West a distance of 276.91 feet; thence South 89° 28' 48" West a distance of 722.70 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 7A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Southeast corner of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 610.55 feet, said point being on the South line of the Northeast Quarter (NE¼); thence North 00° 14' 43" East a distance of 359.35 feet; thence North 89° 28' 48" East a distance of 609.02 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 359.34 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 8A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 359.34 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 609.02 feet; thence North 00° 14' 43" East a distance of 360.26 feet; thence North 89° 28' 48" East a distance of 607.49 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 360.24 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 9A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 719.58 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 607.49 feet; thence North 00° 14' 43" East a distance of 361.17 feet; thence North 89° 28' 48" East a distance of 605.96 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 361.15 feet to the point of beginning, containing 5.03 acres

more or less, subject to public road right-of-way and easements of record.

PARCEL 10A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 1,080.73 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 605.96 feet; thence North 00° 14' 43" East a distance of 362.08 feet; thence North 89° 28' 48" East a distance of 604.41 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 362.07 feet to the point of beginning, containing 5.03 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 11A

A parcel of land located in the East Half (E½), of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE¼); thence North 00° 00' 07" East a distance of 1,442.80 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE¼); thence South 89° 28' 48" West a distance of 604.41 feet; thence North 00° 14' 43" East a distance of 355.71 feet; thence around a radial curve to the left having a Delta Angle of 20° 42' 44" a radius of 383.64 feet, a chord length of 137.93 feet with a bearing of South 80° 32' 09" East and an arc length of 138.68 feet; thence North 89° 06' 19" East a distance of 154.75 feet; thence around a radial curve to the left having a Delta Angle of 45° 00' 00" a radius of 335.00 feet a chord length of 256.40 feet with a bearing of North 66° 37' 19" East and an arc length of 263.11 feet; thence North 44° 06' 19" East a distance of 97.70 feet; thence around a radial curve to the left having a Delta Angle of 08° 25' 05" a radius of 60.00 feet, a chord length of 8.81 feet with a bearing of South 85° 48' 21" East and an arc length of 8.82 feet, said point being on the East line of the Northeast Quarter (NE¼); thence South 00° 00' 07" West a distance of 501.26 feet to the point of beginning, containing 5.04 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 12A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 1,485.84 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 291.78 feet; thence North 89° 06' 19" East a distance of 839.80 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 306.76 feet; thence North 89° 52' 20" West a distance of 839.71 feet to the point of beginning, containing 5.77 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 13A

A parcel of land located in the West Half (W½), of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW¼); thence North 00° 00' 07" East a distance of 1,187.04 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter (NW¼); thence continuing along said line, North 00° 00' 07" East a distance of 298.80 feet; thence South 89° 52' 20" East a distance of 839.71 feet, said point being on the East line of the West 50 acres of the Northwest Quarter (NW¼); thence along said line, South 00° 00' 03" West a distance of 298.80 feet; thence North

89° 52' 20" West a distance of 839.72 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 14A

A parcel of land located in the West Half ($W\frac{1}{2}$), of the Northwest Quarter ($NW\frac{1}{4}$) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter ($NW\frac{1}{4}$); thence North $00^{\circ} 00' 07''$ East a distance of 888.24 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter ($NW\frac{1}{4}$); thence continuing along said line, North $00^{\circ} 00' 07''$ East a distance of 298.80 feet; thence South $89^{\circ} 52' 20''$ East a distance of 839.72 feet, said point being on the East line of the West 50 acres of the Northwest Quarter ($NW\frac{1}{4}$); thence along said line, South $00^{\circ} 00' 03''$ West a distance of 298.80 feet; thence North $89^{\circ} 52' 20''$ West a distance of 839.72 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 15A

A parcel of land located in the West Half ($W\frac{1}{2}$), of the Northwest Quarter ($NW\frac{1}{4}$) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter ($NW\frac{1}{4}$); thence North $00^{\circ} 00' 07''$ East a distance of 589.44 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter ($NW\frac{1}{4}$); thence continuing along said line, North $00^{\circ} 00' 07''$ East a distance of 298.80 feet; thence South $89^{\circ} 52' 20''$ East a distance of 839.72 feet, said point being on the East line of the West 50 acres of the Northwest Quarter ($NW\frac{1}{4}$); thence along said line, South $00^{\circ} 00' 03''$ West a distance of 298.80 feet; thence North $89^{\circ} 52' 20''$ West a distance of 839.73 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 16A

A parcel of land located in the West Half ($W\frac{1}{2}$), of the Northwest Quarter ($NW\frac{1}{4}$) of Section Eighteen (18), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter ($NW\frac{1}{4}$); thence North $00^{\circ} 00' 07''$ East a distance of 290.65 feet to the Point of Beginning, said point being on the West line of the Northwest Quarter ($NW\frac{1}{4}$); thence continuing along said line, North $00^{\circ} 00' 07''$ East a distance of 298.79 feet; thence South $89^{\circ} 52' 20''$ East a distance of 839.73 feet, said point being on the East line of the West 50 acres of the Northwest Quarter ($NW\frac{1}{4}$); thence along said line, South $00^{\circ} 00' 03''$ West a distance of 298.79 feet; thence North $89^{\circ} 52' 20''$ West a distance of 839.74 feet to the point of beginning, containing 5.76 acres more or less, subject to public road right-of-way and easements of record.

EXHIBIT B

LEGAL DESCRIPTION OF THE GREEN SPACE PROPERTY

A parcel of land located in the East Half (E ½), of the Northeast Quarter (NE ¼) of Section Thirteen (13), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE ¼); thence North 00°00'07" East a distance of 1,777.62 feet to the Point of Beginning, said point being on the East line of the Northeast Quarter (NE ¼); thence South 89°06'19" West a distance of 312.13 feet; thence around a radial curve to the left having a Delta Angle of 45°00'00" a radius of 335.00 feet a chord length of 256.40 feet with a bearing of North 66°37'19" East and an arc length of 263.11 feet; thence North 44°06'19" East a distance of 97.70 feet; thence around a radial curve to the left having a Delta Angle of 08° 25' 05" a radius of 60.00 feet, a chord length of 8.81 feet with a bearing of South 85°47'21" East an arc length of 8.82 feet, said point being on the East line of the Northeast Quarter (NE ¼); thence South 00°00'07" West a distance of 166.44 feet to the Point of Beginning, subject to public road right-of-way and easements of record.