Amends and restates Document No. 2025R19747
Shawnee County, Kansas Register of Deeds

FIRST AMENDED AND RESTATED

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this **"Declaration"**) is made effective the 8th day of December, 2025 (the **"Effective Date"**), by SH6880, LLC, a Kansas limited liability company (**"Declarant"**).

RECITALS

A. Declarant is the owner of certain parcels of real estate located in Shawnee County, Kansas, as legally described in Exhibit A and depicted, together with the individual Parcels, on the survey attached as Exhibit B, attached to and, by reference, made a part of this Declaration (collectively referred to as the **"Real Estate"**).

B. Declarant desires to place certain covenants, conditions, restrictions and easements upon 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.

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

D. Declarant recorded this Declaration on December 9, 2025, as Document No. 2025R19747 in the office of the Register of Deeds of Shawnee County, Kansas. Pursuant to Article IV, Section 2 of this Declaration as then in effect, Declarant, which continues to own Parcels, hereby amends and restates this Declaration in its entirety as set forth herein, effective upon recording (the date of such recording, the "Amendment Date").

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 SH6880, LLC, and to any person, entity or trust (whether one or more) to whom SH6880, LLC shall assign its 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 that make up the Real Estate, being Parcels 1 through 8 as shown and numbered on the survey attached as Exhibit B, together with all future permitted subdivisions of any Parcel.

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
GENERAL RESTRICTIONS AND EASEMENTS

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

1. **Permitted Use**. Except as limited by the laws of any governing body having jurisdiction over the Real Estate, the Parcels shall be utilized only for residential single-family purposes, compatible with this Declaration.

2. **Dwelling Size**. The total combined area of the first floor for any residence, dwelling or home to be constructed on a Parcel (exclusive of open porches, "screened-in" porches, decks, patios, and garages) shall not be less than 1,200 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 one sign of not more than six (6) square feet advertising the property for sale or rent or for address purposes. 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 shall be raised, bred, or kept on any Parcel, except chickens, dogs, cats, and other household pets for the Owner's personal family use may be kept so long as they are not kept, bred, or maintained for any commercial purposes. Owners shall not have more than 15 chickens at one time and shall not be allowed to free range. No pigs, hogs or other swine, nor peacocks or exotic animals will be allowed. Except as specifically set forth in this Declaration, in no event shall any animal of any nature (except chickens) exceed a density of two (2) animals of one species on any Parcel, nor shall there be more than one (1) animal of any nature exceeding a weight of 1500 pounds. 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, securely covered or tied, and delivered at such times, and to such locations, as may be determined for trash pickup by the County of Shawnee, Kansas or other applicable jurisdiction.

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, with the exception of the overhead electrical line that follows the property line that adjoins Parcels 5 and 6 and runs from Stanley Road to where it intersects with the NW corner of Parcel 7, and from that point to the existing house on Parcel 7. 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. **Vehicles**. No more than one (1) unlicensed or unusable vehicle, salvage machinery, or other item of junk or salvage vehicle of any kind, including, without limitation, buses, trucks, trailers, cars, automobiles, semi-tractors, boats, boat trailers or racks, equipment, or machinery, shall be parked, located, or otherwise maintained on any Parcel except within the private enclosed garage, shed, or outbuilding located on a Parcel. No Parcel shall be used for the construction or operation of motocross or dirt bike tracks, nor shall ATVs or UTVs be used for racing, track or similar activities.

9. **Buildings**. All buildings, structures and outbuildings to be constructed upon a Parcel must be completed, including paint or its equivalent, within eighteen (18) months from the starting date of construction. 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 garage large enough to accommodate at least two (2) cars. All barns, outbuildings, sheds or other non-residential structures ("Outbuildings") located on a Parcel shall be complementary to the dwelling in style, design, and color. No Outbuilding shall be built closer to the road or street providing access to such Parcel than the rear of the residential dwelling, subject to applicable law.

10. **Fencing**. 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 fencing of adjacent parcels. Fencing must be maintained. Barbed wire and chain-link fencing are only for agricultural or animal containment and must not create unsightly conditions or a nuisance.

11. **Mobile and Modular Homes**. No mobile home, double-wide home, or modular home, 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. No travel trailer, recreational vehicle, or fifth wheel shall be used as a residence for more than 2 weeks at a time, on any Parcel.

12. **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.

13. **Division of Parcels**. No Parcel shall be subdivided, except as permitted by this Declaration or as approved by a vote of the Owners of at least seventy-five percent (75%) of all Parcels, with one vote per Parcel, in accordance with the voting procedure established in Sections 1 and 1A of Article IV of this Declaration. Notwithstanding the previous sentence, each Owner, by accepting a deed to any Parcel, acknowledges and agrees that the Real Estate has been surveyed and planned for the purpose of residential development, and that Owners may use the Parcels for residential purposes in accordance with this Declaration, and the laws and regulations of Shawnee County, Kansas or any other governing body that has jurisdiction over such Parcels.

14. **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.

15. **Landscape and Lawn Care**. Each Owner shall maintain the yard and landscaping of his Parcel(s) at all times after closing on the purchase of such Parcel(s). All Parcels, including unimproved Parcels, must be mowed at least once per month during the growing season from April to October to maintain a neat and orderly appearance. All ordinances and resolutions of Shawnee County concerning weeds, brush and general maintenance apply.

16. **Private Driveways**. All private driveways (i.e., driveways located on a Parcel for purposes of vehicular and pedestrian ingress to and egress from any residence(s) constructed on such Parcel) shall be constructed with hard surfaced material (i.e., concrete, asphalt, gravel, or chip and seal).

17. **Certain Rural Home Businesses Prohibited**. No home-based businesses ("Home-Based Business") shall be permitted on a Parcel if such Home-Based Business uses or stores on such Parcel vehicles or equipment in excess of 8,000 pounds gross vehicle weight, whether permanent or temporary.

Home-Based Businesses must be contained within the dwelling. Home-Based Businesses must not generate excessive noise, odors, or traffic that would disturb other residents and must comply with all applicable county zoning regulations and restrictions.

18. **Above-Ground Swimming Pools**. Above-ground swimming pools are prohibited. All other pools shall be fenced and hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of this Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times while in season.

ARTICLE IV
MODIFICATION AND ENFORCEMENT

1. **Modification**. Except as provided in this Declaration, this Declaration 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 by proxy, of the then Owners of at least seventy-five percent (75%) of all Parcels. The Owner or Owners of each Parcel shall be entitled to one vote for each such Parcel owned, regardless of the acreage of such Parcel, and multiple Owners of a single Parcel shall cast that Parcel's one vote together. An Amendment made as provided herein shall immediately be effective upon recording a proper instrument in writing executed and acknowledged by the required Owners in the office of the Register of Deeds of Shawnee County, Kansas.

1A. **Amendment Procedure**. Any proposed Amendment under Section 1 of this Article IV shall be delivered by the Owner or Owners proposing it (the "Proposing Owner") to all other Owners by certified mail and by email, using each Owner's most recent Contact Information under Article V, Section 7, together with the full text of the proposed Amendment. Each Owner shall have thirty (30) days after the date of mailing to deliver a written vote or proxy to the Proposing Owner. If any Owner has not responded within that period, the Proposing Owner shall send a second notice to that Owner in the same manner, stating that failure to respond within fifteen (15) days will be deemed approval of the proposed Amendment. An Owner who does not respond within fifteen (15) days after the second notice shall be deemed to have approved the Amendment; provided, however, that deemed approval shall not apply to any Amendment that (a) changes the permitted use of any Parcel, (b) imposes any fee or assessment, (c) reduces or relaxes any standard or restriction set forth in Article III, or (d) materially and adversely affects any specific Parcel, each of which shall require the affirmative written approval of the required Owners.

If the required approval is obtained, the Amendment shall be recorded together with a certificate, signed and acknowledged by the Proposing Owner, stating the votes cast for and against the Amendment and any deemed approvals, and such recording shall satisfy the execution requirement of Section 1 as to any Owner whose approval was deemed. The Proposing Owner shall keep copies of all notices, written votes and proxies available for inspection by any Owner for two (2) years after recording.

2. **Declarant's Right to Amend**. Until the earlier of (a) the date on which Declarant no longer owns any Parcel, or (b) five (5) years after the Effective Date, Declarant may amend this Declaration without the approval of any other Owner, but only for the following purposes: (i) to correct clerical, typographical or scrivener's errors, including errors in any legal description or exhibit; (ii) to clarify any ambiguous or inconsistent provision; (iii) to comply with the requirements of any applicable law, governmental authority, title insurer, or institutional lender; and (iv) to grant or relocate utility and drainage easements consistent with Article III, Section 7, provided no such easement shall be located beneath any

existing dwelling or permanent improvement or unreasonably interfere with the use of any Parcel, and provided further that Declarant shall give each affected Owner at least thirty (30) days' written notice before recording any such amendment, except where a utility provider or governmental authority requires shorter notice or in an emergency.

Notwithstanding the foregoing, no amendment made by Declarant alone shall, without the written consent of the Owner of each affected Parcel: (a) change the permitted use of, or impose any new or more restrictive covenant, fee, assessment or obligation upon, any Parcel that Declarant has conveyed to a third party; (b) materially and adversely affect the use, access, or value of any such Parcel; or (c) reduce or relax any standard or restriction set forth in Article III as applied to any Parcel, whether or not such Parcel has been conveyed by Declarant.

Any amendment under this Section shall be signed by Declarant and recorded in the office of the Register of Deeds of Shawnee County, Kansas, and Declarant shall deliver a copy to each Owner in the manner provided in Article V, Section 2 within thirty (30) days after recording. All other amendments shall be made only as provided in Article IV, Section 1.

3. **Enforcement**. An Owner of a Parcel may enforce this Declaration against any Owner of another Parcel violating or threatening to violate any provision 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. 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. In any action to enforce this Declaration, the prevailing party shall be entitled to be reimbursed all costs and expenses, including attorneys' fees and court costs, incurred in bringing such action.

ARTICLE V
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**. Except as otherwise provided in this Declaration, any notices required or permitted under this Declaration shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, with a copy by email, and shall be addressed to the Owner's most recent Contact Information provided under Section 7 of this Article V, or if none has been provided, to the Owner's mailing address shown on the records of the Shawnee County Treasurer. Notice shall be deemed given on the date of mailing.

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.

7. **Owner Contact Information**. Beginning on the Amendment Date, each Person acquiring title to a Parcel, whether from Declarant or from any other Owner, shall at closing provide a current mailing address and email address, and may at such Person's option provide a telephone number (collectively, "Contact Information"), to Declarant, or after the Transfer Date defined below, directly to all other Owners. Each Owner shall provide updated Contact Information in the same manner within thirty (30) days after any change. By providing Contact Information, each Owner consents to its distribution to the other Owners of Parcels subject to this Declaration, and to no other person except as required by law. Contact Information shall be used solely for notices, votes and other communications concerning this Declaration and the Real Estate. No Owner or other Person receiving Contact Information shall sell, publish, or disclose it to any third party, or use it for any commercial, solicitation, political or other purpose unrelated to this Declaration. On the earlier of (a) the date on which Declarant no longer owns any Parcel, or (b) five (5) years after the Effective Date (the "Transfer Date"), Declarant shall deliver the then current Contact Information to all Owners. After the Transfer Date, Declarant shall have no further responsibility for maintaining or distributing Contact Information, and each Owner shall be solely responsible for providing its current Contact Information directly to all other Owners. Notices to Owners shall be given as provided in Section 2 of this Article V.

IN WITNESS WHEREOF, Declarant has executed this First Amended and Restated Declaration on the date of acknowledgment set forth below.

DECLARANT: SH6880, LLC, a Kansas limited liability company

By: _____

Dustin Baker, Manager

STATE OF KANSAS)

) ss:

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 6 day of October, 2026, by Dustin Baker, Manager of SH6880, LLC, a Kansas limited liability company.

Chelsea Boland

Notary Public

My Appointment Expires: 12/26/28

NOTARY PUBLIC - State of Kansas
CHELSEA BOLAND
My Appt. Expires 12/26/28

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 17 EAST, OF THE 6TH P.M., SHAWNEE COUNTY, KANSAS, FURTHER DESCRIBED BY JESSE A. NOLL, PS-1711, ON APRIL 15, 2025 BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREE 08 MINUTES 04 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,879.36 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE NORTH 49 DEGREES 49 MINUTES 58 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 136.37 FEET TO A 4 INCH BROKEN CONCRETE RIGHT OF WAY MONUMENT AND THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE ON A CURVE TO THE RIGHT ALONG SAID WESTERLY RIGHT OF WAY LINE, HAVING A RADIUS OF 1850.08 FEET, AN ARC LENGTH OF 429.70 FEET, AND A CHORD THAT BEARS SOUTH 36 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 428.74 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 967.08 FEET; THENCE ON A CURVE TO THE LEFT, ALONG SAID WESTERLY RIGHT OF WAY LINE, HAVING A RADIUS OF 3,075.71 FEET, AN ARC LENGTH OF 437.37 FEET, AND A CHORD THAT BEARS SOUTH 33 DEGREES 39 MINUTES 52 SECONDS EAST, A DISTANCE OF 437.00 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 3214, PAGE 82 AT THE SHAWNEE COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 52 DEGREES 25 MINUTES 16 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 191.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01 DEGREE 23 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 220.07 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88 DEGREES 36 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 437.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, AND THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE SOUTH 44 DEGREES 13 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 81.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 36 MINUTES 18 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,391.83 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING.

EXHIBIT B

SURVEY AND SCHEDULE OF PARCELS

The Parcels are Tracts 1 through 8 as shown on the survey of the Real Estate prepared by Jesse A. Noll, PS-1711, recorded November 10, 2025, as Document No. 2025R18041 in the office of the Register of Deeds of Shawnee County, Kansas, a copy of which is attached. Each Tract is a "Parcel" under this Declaration, numbered to match its Tract number. Acreages are approximate.

Parcel	Approx. Acres
1	3.01
2	3.00
3	3.00
4	3.00
5	3.25
6	4.54
7	7.20
8	3.06
Total	**30.06**

[Copy of recorded survey, Document No. 2025R18041, to be attached.]