

2048167

AMENDMENT  
TO  
DEERCREEK VILLAS  
DECLARATION OF RESTRICTIONS

STATE OF KANSAS }  
COUNTY OF JOHNSON } SS  
FILED

1400 1991 AUG 12 P 4:27.9  
SARAH J. HARRIS  
REGISTER OF DEEDS

THIS AMENDMENT, to Deer Creek Villas, Declaration of Restrictions is made this 9th day of August, 1991, by BDP INVESTORS, a Kansas general partnership, ("BDP"), LAMAR INVESTORS, a Kansas general Partnership, ("LAMAR"), and LAMAR INVESTORS II, a Kansas General Partnership ("LAMARII").

WITNESSETH:

WHEREAS, BDP, LAMAR AND LAMAR II have executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "Deer Creek Villas"; and

WHEREAS, such plat creates the subdivision of The Villas of Deer Creek, composed of the following described lots, to wit:

Lots 1 through 38 of DEER CREEK VILLAS, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

and,

NOW THEREFORE, BDP INVESTORS, LAMAR AND LAMAR II, for themselves and for their successors and assigns, and for their future grantees, hereby AMEND THE FOLLOWING:

5. EXTERIOR STRUCTURES

Delete original Section 5(b)(1) which reads as follows:

5(b)(1). No fences shall be permitted other than those installed by the Developer, if any, and other than privacy fences erected around patio and deck areas. Notwithstanding the foregoing, no privacy fences shall be erected without the prior written consent of the Architectural Committee, and in no event shall chain link fences be permitted. The Developer shall have the right to erect an ornamental fence on any Golf Course Dwelling along the common boundary of such Dwelling and the Golf Course Property and on any Dwelling along the common boundary of such Dwelling and the Bicycle and Hiking Trail.

Insert new Section 5(b)(1) which reads as follows:

5(b)(1). Wrought iron fences are permitted to be installed around the perimeter of the back lot line. The specifications of the wrought iron fences are as follows:

- A. Five feet in height
- B. Three (3) channel only
- C. 5/8 inch solid bar
- D. Boston tips
- E. Two (2) inch posts with ball top
- F. Picketts will have four inch space

14.00  
OK

- G. All wrought iron fences will have access to rear yard for maintenance purposes through a four foot gate.
- H. The gate shall have the same specifications as the wrought iron fence.
- I. No locks are permitted and each gate shall have permanent access.

Notwithstanding the foregoing, no fence shall be erected without the prior written consent of the Architectural Committee, and in no event shall chain link fences be permitted.

The Developer shall have the right to erect an ornamental fence on any Golf Course Dwelling along the common boundary of such Dwelling and the Golf Course Property and on any Dwelling along the common boundary of such Dwelling and the Bicycle and Hiking Trail.

Delete original Section 5(b)(ii) which reads as follows:

5(b)(iii) No swimming pools shall be permitted.

Insert new Section 5(b)(iii) which reads as follows:

5(b)(iii). Below ground swimming pools shall be permitted. All swimming pools shall be fenced with wrought iron only, with the same specifications as in paragraph 1, except that the gate to the swimming pool shall be self-closing and self-latching. The gate latch shall be four foot above grade. Notwithstanding the foregoing, all swimming pools and/or fences around swimming pools shall not be erected or constructed without the prior written consent of the Architectural Committee, and in no event shall chain link fences be permitted.

Delete original Section 5(b)(iv) which reads as follows:

5(b)(iv). Hot tubs shall be located in screened and protected areas previously approved by the Architectural Committee. The Architectural Committee shall have the right to approve the shape and color of any such hot tub.

Insert new Section 5(b)(iv) which reads as follows:

5(b)(iv). Hot tubs shall be confined to decks and patio areas and shall be screened and in a protective area. All hot tubs shall be approved by the Architectural Committee. The architectural Committee shall have the right to approve the shape and color of any such hot tub.

## 7. ANIMALS

Delete original Section 7 which reads as follows:

7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any Dwelling except that dogs, cats and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. In no event, however, shall more than three

dogs or cats, or combination thereof, be raised, kept or maintained in or on any Dwelling. All pets shall be kept inside the Residence. Whenever any pet is outside of the Residence, it must be chained, or leashed. Each Owner shall be responsible for keeping the District clear of all residue of the Owner's pets.

Insert new Section 7 which reads as follows:

7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any Dwelling except that dogs, cats and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. In no event, however, shall more than three dogs or cats, or combination thereof, be raised, kept or maintained in or on any Dwelling. All pets shall be kept inside the Residence or confined to fenced back yard. Whenever any pet is outside the Residence or fenced back yard, it must be chained or leashed. Each Owner shall be responsible for keeping the District clear of all residue of the Owner's pets.

ALL OTHER TERMS AND CONDITIONS REMAIN AS SET FORTH.

IN WITNESS WHEREOF, he, Developer, has caused this Amendment to the Deer Creek Villas Declaration of Restrictions to be duly executed the day and year first above mentioned.

BDP INVESTORS, a Kansas general partnership

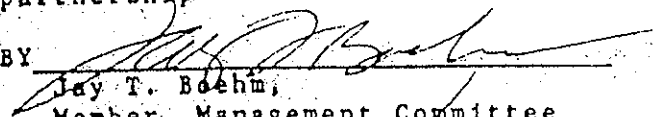
By William J. Pachter  
William J. Pachter, Partner

By Stuart E. Davis  
Stuart E. Davis, Partner

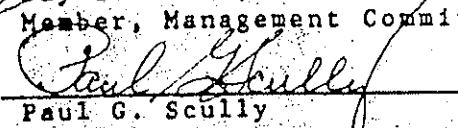
By James L. Boyd  
James L. Boyd, Partner

LAMAR INVESTORS, a Kansas general partnership

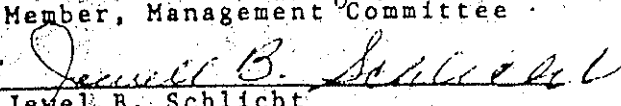
BY

  
Jay T. Boehm,  
Member, Management Committee

BY


  
Paul G. Scully  
Member, Management Committee

BY

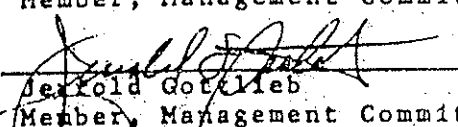
  
Jewel B. Schlicht  
Member, Management Committee

LAMAR INVESTORS II, a Kansas general Partnership

BY

  
Ralph K. Schlicht  
Member, Management Committee

BY

  
Rexford Gottlieb  
Member, Management Committee

BY

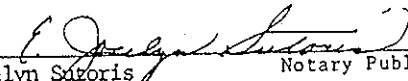
  
Jay T. Boehm  
Member, Management Committee

In the State of KANSAS, County of JOHNSON, on this 9th day of August, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

William J. Pachter, Partner; Stuart E. Davis, Partner; and  
James L. Boyd, Partner:

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as the free act and deed of said partnership, BDP INVESTORS, a Kansas general partnership.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

  
E. Jocelyn Sutoris Notary Public

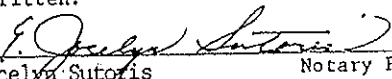
My term expires: August 31, 1992

In the State of KANSAS, County of JOHNSON, on this 9th day of August, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Jay T. Boehm, Paul G. Scully, and Jewel B. Schlicht, Members All  
of the Management Committee of Lamar Investors, a Kansas General Partnership:

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as the free act and deed of said partnership, LAMAR INVESTORS, a Kansas general partnership.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

  
E. Jocelyn Sutoris Notary Public

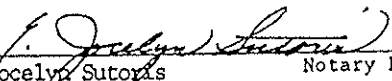
My term expires: August 31, 1992

In the State of KANSAS, County of JOHNSON, on this 9th day of August, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Ralph R. Schlicht, Jerrold Gottlieb, and Jay T. Boehm, Members All  
of the Management Committee of Lamar Investors II, a Kansas general  
partnership:

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as the free act and deed of said partnership, LAMAR INVESTORS II, a Kansas general partnership.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

  
E. Jocelyn Sutoris Notary Public

My term expires: August 31, 1992