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11040 Oakmont
Overland Park, Kansas 66210

SUPPLEMENTAL DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BLACKTHORNE ESTATES
A SUBDIVISION IN
THE CITY OF OVERLAND PARK
JOHNSON COUNTY, KANSAS

THIS SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplemental Declaration") is made this 6th day of July, 2006, by BE05 Investments, LLC, a Kansas limited liability company ("Developer").

RECITALS:

A. Developer is owner of that certain real property located in Blackthorne Estates, 5th Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof (the "**Plat**") in the office of the Register of Deeds for Johnson County, Kansas, as more particularly described in **Exhibit A**.

B. Pursuant to Section 4 of the Homes Association Declaration recorded on October 26, 1998 in Book 5898, page 887 and Section 7 of the Declaration of Restrictions recorded on October 26, 1998 in Book 5898, page 871, the Developer desires to amend the Homes Association Declaration and Declaration of Restrictions.

NOW, THEREFORE, in consideration of these mutual Agreements and other consideration, it is hereby agreed as follows:

1. That Developer, hereby annexes the property described in **Exhibit A** attached hereto as additional land to be covered by and subject to the Homes Association Declaration and Declaration of Restrictions.

2. The Declaration of Restrictions and Homes Association Declaration and any amendments thereto will be binding on that certain real property described in **Exhibit A** attached hereto and incorporated herein.

3. To the extent any conflict exists between the terms of this Supplemental Declaration and the Declaration of Restrictions and Homes Association Declaration, the terms and provisions of this Supplemental Declaration for Blackthorne Estates, Fifth Plat shall control.

4. Section 2.F. of the Declaration of Restrictions is amended to read as follows:

2.F. Fences are not encouraged because they fragment the landscape of the Addition. The location and composition of all fencing and walls constructed on any Lot shall be subject to the approval of the Architectural Committee and must be constructed of material approved by the Architectural Committee and must comply with all applicable governmental requirements and ordinances and all provisions of this Declaration. No fence or wall shall be permitted to extend nearer to the front street than (i) forty-five (45) feet from the front street, or (ii) the front of the house, whichever distance is further. Except as approved by the Architectural Committee, no portion of any fence shall be more than four (4) feet in height as measured from the lowest point of the Lot.

5. Section 2.X. of the Declaration of Restrictions is amended to read as follows:

No detached building (such as a storage building, doghouse, greenhouse, gazebo or playhouse) or other detached structure shall be erected or placed on any Lot without the prior consent of the Architectural Committee.

6. Section 2.AA. of the Declaration of Restrictions is amended to read as follows:

Except for a professionally prepared For Sale or For Rent sign, not exceeding 5 square feet, no yard signs, banners, or other signs are permitted without the Association's prior approval. All signs permitted by the Association shall be maintained in good condition and repair, with a neat and orderly appearance, and shall comply with the applicable ordinances of the City of Overland Park. Without limiting the foregoing, no sign shall be permitted which (i) describes the condition of the residence or the Lot, (ii) describes, maligns, or refers to the reputation, character or building practices of Developer, any Builder, or any other Owner, or (iii) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot in the Addition. In the event of a violation of the foregoing provisions, Developer or the Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass or otherwise.

7. Section 2.BB. of the Declaration of Restrictions is amended to read as follows:

No residence or lot or any portion thereof may be leased or rented for a period of less than twelve (12) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the tenant or lessee of these restrictions and the rules and regulations of the Association.

8. Section 4 of the Declaration of Restrictions is amended to read as follows:

All single story residences shall have a total finished ground floor area of not less than 2100 square feet; all two story residences shall have a finished ground floor area of not less than 1200 square feet and a total finished floor area of 2400 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1200 square feet and a total finished floor area of 2400 square feet. Provided, however, that Developer reserves the right to approve deviations of the foregoing minimum requirements of up to 10%.

9. Section 5 of the Declaration of Restrictions is amended to read as follows:

All residences shall have a roof of composition shingles as determined prior to installation by the Developer.

- 10. All other terms and provisions of the Declaration of Restrictions shall remain the same.
- 11. Duggan Homes, Inc. to the extent it has any interest in the property described in **Exhibit A** hereby consents to the filing of this Supplemental Declaration.

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration as of the date first above written.

BE05 INVESTMENTS, LLC

By 
John M. Duggan, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared John M. Duggan, Member of **BE05 INVESTMENTS, LLC**, a Kansas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of BE05 Investments, LLC, in the capacity therein stated.

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

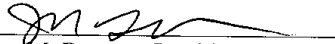

Notary Public

My commission expires:

Notary Public State of Kansas
Christine E Snell
My Appt Exp 11/19/09




DUGGAN HOMES, INC.

By 
John M. Duggan, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared John M. Duggan, President of **DUGGAN HOMES, INC.**, a Kansas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of Duggan Homes, Inc., in the capacity therein stated.

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


Notary Public

My commission expires:

Notary Public State of Kansas
Christine E. Snel
My Appt Exp 11/19/09

EXHIBIT A

All of Lots 147 through 180 inclusive, Blackthorne Estates Fifth Plat, a subdivision of land in the City of Overland Park, Johnson County, Kansas according to plat recorded on September 15, 2005 in Book 122, page 25.

Tract F, Blackthorne Estates Fifth Plat, a subdivision of land in the City of Overland Park, Johnson County, Kansas according to plat recorded on September 15, 2005 in Book 122, page 25.