

**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~~ ^{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-law 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

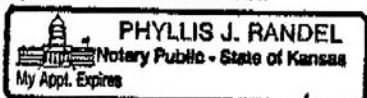
Cheryl A. Flory, Trustee

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.

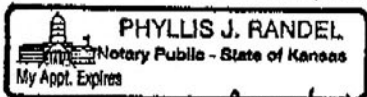


My Appointment Expires: March 10, 2009

Notary Public [Signature]

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 10, 2009

Notary Public [Signature]

13-14-19 NE



Douglas County Register of Deeds
Book: 1014 Page: 3191

Receipt #: J68095
Pages Recorded: 8
Cashier Initials: rec

Recording Fee: \$36.00

Authorized By: [Signature]

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

