

FOXFIELD ESTATES SECOND PLAT
DECLARATION OF RESTRICTIONS

THIS DECLARATION, made as of the 25 day of ~~August~~ ^{SEPTEMBER}, 1995, by
NEW BEDFORD LAND DEVELOPMENT COMPANY, L.C., a Kansas limited
liability company (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Office
of the Register of Deeds of Johnson County, Kansas, a Second Plat
of the subdivision known as "Foxfield Estates"; and

WHEREAS, such plat adds the following lots to the subdivision
identified as Foxfield Estates (the "Additional Lots"), to wit:

lots 34 through 76 of FOXFIELD ESTATES SECOND
PLAT, a subdivision in the City of Overland
Park, Johnson County, Kansas, according to the
recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the Additional Lots,
desires to subject the Additional Lots to the covenants, restric-
tions, easements and other provisions contained in that certain
Foxfield Estates First Plat and Foxfield Second Plat Declaration of
Restrictions, dated as of May 13, 1994 (the "Original Declara-
tion"), executed by the Declarant and filed with the Office of the
Register of Deeds of Johnson County, Kansas on May 16, 1994, and
recorded as Instrument No. 2393779 in Volume 4332 at Page 214.

NOW, THEREFORE, in consideration of the premises, Declarant,
for itself and for its successors and assigns, and for its future
grantees, hereby agrees and declares that all of the Additional
Lots shall be, and they hereby are, subject to the covenants,
restrictions, easements and other provisions set forth in the
Original Declaration. As contemplated in Section 17 of the
Original Declaration, this instrument shall have the effect of
subjecting the Additional Lots to all of the provisions of the
Original Declaration as though the Additional Lots had been
originally described therein and subject to the provisions thereof.

Notwithstanding the foregoing, the Additional Lots shall be
subject to the following additional restrictions or provisions
(with capitalized terms not defined herein having the meanings set
forth in the Original Declaration):

1. No electric furnaces, add-on electric heat pumps or
electric water heaters shall be installed in or for any residence
on the Additional Lots until July 1, 2000 without the prior written
consent of the Developer.

2. All final grading of each Additional Lot shall be in accordance with the master grading plan approved by the City of Overland Park, Kansas, any related grading plan furnished by the Developer for the development phase containing the Additional Lot and any specific site grading plan for the Additional Lot approved by the Developer. No landscaping, fences or other structures shall be installed or maintained that impede the flow of surface water. All sump pumps shall be drained away from adjacent residences (current and future). No changes in the final grading of any Additional Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Developer not requiring a lot grading plan and compliance therewith. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Additional Lots that the Developer may approve or supply shall be sufficient or adequate or that the Additional Lots will drain properly or to any Owner's or other person's satisfaction.

3. Notwithstanding any provision in the Declaration to the contrary, small satellite dishes may be installed on the exterior of a residence or in a yard on the Additional Lots with the prior written consent of the Declarant. The Declarant shall have the right to establish rules and regulations binding upon all of the Additional Lots and specific requirements for each Additional Lot, regarding the location, size, landscaping and other aesthetic aspects of such small satellite dishes so as to control the impact thereof on the District, and all parts thereof.

The Declarant, for itself and all future grantees of any of the Additional Lots, and their successors and assigns, hereby:

a. waives any and all claims or causes of action against the City of Overland Park, Kansas (the "City") or any other party, for or relating to escrows paid (including interest thereon) to the City, special assessments levied against any portion of the Additional Lots, or thoroughfare right-of-way dedicated or condemned for any adjacent road from any plat containing the Additional Lots or otherwise condemned for any adjacent road, in any such case for thoroughfare construction with respect to any of the Additional Lots or the platting thereof; and

b. waives any right to institute any proceeding against the City or any other party for any claim or cause of action for damages, injunctive relief, refund, expenses or injury to persons or property arising out of the payment of money or the dedication of any right-of-way pursuant to any Interim Unilateral Development Agreement between the Declarant (or any prior owner of the land now constituting the Additional Lots) and the City or arising out of compliance by any party with

any of the terms and conditions of such Interim Unilateral Development Agreement.

By accepting a deed to any of the Additional Lots, each future grantee of any of the Additional Lots shall be deemed to have personally consented and agreed to the foregoing waivers.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed as of the date first above written.

NEW BEDFORD LAND DEVELOPMENT COMPANY, L.C.

By Wilson W. Siemens
Wilson W. Siemens, Member and Authorized Official

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

This instrument was acknowledged before me on September 25, 1995 by Wilson W. Siemens, as a member and authorized official in and on behalf of New Bedford Land Development Company, L.C., a Kansas limited liability company.

Florence E. Burgman
Notary Public in and for said County and State

Print Name: _____

My Commission Expires: _____

FLORENCE E. BURGMAN
NOTARY PUBLIC
STATE OF KANSAS
My App. Exp. 9-17-97

(SEAL)

STATE OF KANSAS)
COUNTY OF JOHNSON)
FILED FOR RECORD

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SARA FULLMANN
REGISTER OF DEEDS

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