

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

ARBOR LAKE

THIS SECOND AMENDMENT to Declaration of Restrictions (the "Amendment") is made as of the 5th day of June, 2017, by **ARBOR LAKE PARTNERS, LLC**, a Kansas limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer executed that certain Declaration of Restrictions, Arbor Lake 1st Plat, which was recorded in the office of the Johnson County, Kansas Register of Deeds on December 31, 2014 at Book 201412, Page 008515 (the "Original Declaration"), encumbering the property described therein (the "Subdivision"); and

WHEREAS, the Original Declaration provides that the same can be amended by the Developer so long as Developer owns Lots within the Subdivision; and

WHEREAS, the Developer owns Lots within the Subdivision and desires to amend the Original Declaration as set forth herein, as to all lots and tracts within the Subdivision, more fully described on Exhibit "A" attached hereto; and

WHEREAS, Developer wishes to reinstate the original language concerning fences as set forth in Subparagraph (F) of Paragraph 2 of the Original Declaration.

NOW THEREFORE, in consideration of the premises, the Developer hereby declares for itself and its successors, grantees and assigns:

1. As the context requires, all capitalized words herein shall have the meanings ascribed to them in the Declaration.
2. That Subparagraph (F) of Paragraph 2 is hereby amended in its entirety to read as follows:

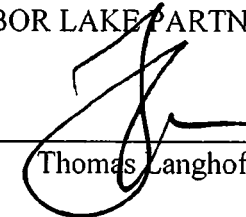
"F. No fencing shall be permitted upon any of the lots unless such fencing shall be wrought iron (or other metal or metallic material approved by the ACC) and built with methods and materials that harmonize with external design of buildings in

Arbor Lake; all fences must be approved in writing by the ACC. No fence shall exceed 48" in height unless specifically approved for a greater height by the ACC. The location of fences shall follow the property lines unless otherwise approved in advance by the ACC. All exterior decks shall be constructed of materials approved by the ACC."

3. To the extent inconsistent with this Amendment, the Original Declaration is hereby superseded; as amended by this Amendment, however, the Original Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, Developer has executed this document as of the first day and date stated above.

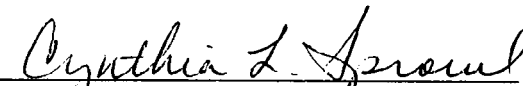
ARBOR LAKE PARTNERS, LLC

By: 
Thomas Langhofer, Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

On this 5th day of June, 2017, before me, a Notary Public in and for said state, personally appeared Thomas Langhofer, who being by me duly sworn did say that he is the Vice President of **ARBOR LAKE PARTNERS, LLC**, a Kansas limited liability company, and that the within instrument was signed and sealed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

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


Notary Public

My Commission expires:

3/25/18

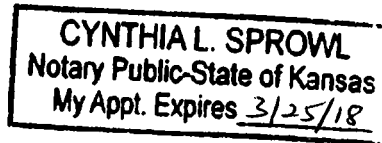


EXHIBIT "A"

Lots 1-54, inclusive and Tracts A and B, ARBOR LAKE, 1ST PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

and

Lots 55 through 84, inclusive and Tract C, ARBOR LAKE, 2ND PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof.

and

Lots 85 through 97, inclusive and Tract D, ARBOR LAKE 3RD PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof.

and

Tract G, ARBOR LAKE, 4TH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof