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STATE OF KANSAS  
SHAWNEE COUNTY 23  
RECEIVED FOR RECORD

CORPORATE MEADOWS OFFICE PARK  
AMENDMENT NO. 3  
TO  
DECLARATION WITH RESPECT TO COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
CORPORATE MEADOWS OFFICE PARK

FEB 18 2 13 PM '03

REGISTER OF DEEDS  
MARILYN L. NICHOLS

THIS AGREEMENT is made this 29th day of January, 2003, by THE MENNINGER FOUNDATION, a Kansas not-for-profit association referred to as the "Declarant" and CORPORATE MEADOWS OFFICE PARK OWNERS ASSOCIATION, INC., a not-for-profit Kansas corporation, referred to as the "Association."

FOR GOOD AND VALUABLE CONSIDERATION, the Declarant and the Association hereby agrees as follows:

ARTICLE I

Recitals and Purpose of Amendment No. 3

1.01 This is Amendment No. 3 to the Declaration with Respect to Covenants, Restrictions and Easements for Corporate Meadows Office Park ("the Declaration") dated April 18, 1996, which was recorded in Volume 3046, Page 410 of the records of the Register of Deeds for Shawnee County, Kansas, as amended by Amendment No. 1 dated June 3, 1999, which was recorded in Volume 3331, Page 987 and Amendment No. 2 dated April 3, 2001, which was recorded on April 5, 2001, in Vol. 3488, Page 723. This Amendment No. 3 and Amendment No. 2 both apply to the land described on Exhibit 1 attached hereto.

1.02 The Association was formed by Articles of Incorporation dated March 5, 1996, which were filed with the Secretary of State for the State of Kansas on July 29, 1996, and with the Register of Deeds for Shawnee County, Kansas, on July 31, 1996, in Volume 3059, Page 799. The Association was formed for the purpose of providing construction plan approvals and management, maintenance and care of common area property known as the Corporate Meadows Office Park as set forth in Article 15 of the Declaration, as amended.

1.03 The Declarant has conveyed all common properties, subject to the Declaration as defined by Article 1, paragraph 1.01(d) thereof, to the Association by Warranty Deed dated February 19, 2001, which has been recorded in Vol. 3476, Page 520 of the records of the Register of Deeds for Shawnee County, Kansas.

1.04 The Declarant has transferred, assigned and delegated to the Association all powers and duties of the Declarant and the Board of Trustees appointed by Article 15 of the Declaration under the Declaration to the Association and the Association has accepted all such powers and duties as set forth in Amendment No. 2 to the Declaration.

1.05 The Declarant and the Association are now the record owners of more than fifty percent (50%) of the acreage of the entire tract which is subject to the Declaration and they therefore have the power to alter, amend and modify the Declaration under Article 18, page 18.07 of the Declaration by approving and recording this Amendment No. 3 to the Declaration approved by the Consent Minutes of the 2002 annual meeting.

1.06 The purpose of this Amendment No. 3 is to amend Article 15 as set forth in this Agreement.

NOW THEREFORE, the Declarant and the Association, as owners of more than fifty percent (50%) of the total acreage, subject to the Declaration, hereby amend the Declaration as follows:

## ARTICLE 2

### Amendments to the Declaration

2.02 Article 15, paragraph 15.08, is hereby amended by deleting the same in its entirety and substituting the following in lieu thereof as new paragraph 15.08:

15.08 The Declarant, the Association and its grantees hereby covenant and agree to pay, and each grantee of the Declarant and Grantees of the Declarant of any building site, by acceptance of a deed therefor (whether or not is shall be so expressed in such deed) is deemed to covenant and agrees to pay to the Association:

(a) An annual assessment or charge shall be payable in one annual installment on or before January 31 of each year or at such other time as the Board of Directors shall by resolution determine with notice to each owner of property subject to this Declaration.

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided in paragraph 15.09.

(c) both the annual assessment, including and any special assessment, together with interest thereon, cost and reasonable attorneys' fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the building site against which such assessment is made. Such lien shall arise and run from the time at which any assessment remains unpaid for thirty (30) days after the same has become due and payable.

(d) Any assessments not paid within thirty (30) days after the due date shall be deemed delinquent, shall bear interest from the due date at ten percent (10%) per annum, and shall cause the entire unpaid portion of said assessment for such year to be deemed delinquent. The association may bring an action at law against the Owner or Lessee personally obligated to pay the same, or foreclose the lien against the Property through proceedings in the District court of Shawnee County, Kansas, having jurisdiction of suits for the enforcement of such liens; provided, however, that the holder of any mortgage on a Building site upon which the payment is delinquent shall be given written notice addressed to the last known address of the holder of the mortgage prior to the commencement of an action against the Owner or Lessee for foreclosure of the lien. Delivery of notice to the holder shall be when the notice, addressed as above set out, is placed in a U.S. Post Office mail box, postage prepaid by the Association. No Owner or Lessee may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties.

(e) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed

upon any property subject to assessment. Sale or transfer of any Building site shall not affect the assessment lien. However, the sale or transfer of any Building Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer, except for claims for such building site's prorata share of such assessments resulting from a reallocation among all property. No sale or transfer shall relieve such Building Site from liability for any assessments thereafter becoming due or from the lien thereof.

(f) The assessments levied by the Association shall be used exclusively to enhance property values and to promote the overall desirability of Corporate Meadows Office Park and for the improvements and maintenance of the Common Properties or any other purposes for the benefit of the entire tract subject to the Declaration approved by the Association.

(g) The annual assessment shall be fixed from year to year by the Board of Directors of the Association.

(h) The Record Owners of all Building Sites shall pay as an annual assessment their prorata share, based upon the number of square feet in each Building site of the following costs incurred by the Association with the approval of the Board of Directors of the Association.

i. Maintenance, repair and replacement of any improvements located upon common properties owned by the Association.

ii. Maintenance and care of Common Properties and unimproved Building Sites, including mowing and pruning as needed.

iii. Maintenance of any directional and identification signs owned and maintained by the Association.

iv. Premiums on insurance policies secured by the Association with respect to liability and risk involving the common properties, the operation, management and administration of the common properties and all other activity of the Association.

v. Removal of snow and ice and other costs associated with the maintenance of the streets, parking area, sidewalks, entrances and exits in a clean and safe condition, as reasonably required.

vi. The removal of trash from unimproved Building Sites as reasonably required.

(i) Any costs incurred as a result of an Owner's or Lessee's failure to comply with any provisions of this Declaration shall be assessed against such Building site in the month following that in which the services are performed. Such assessment shall be in an amount equal to actual cost plus ten percent (10%).

(j) The annual assessment for all years after the Declarant and the Association owns less than fifty percent (50%) of the Building Sites shall be established at a meeting of the members of the Association called for such purpose and upon the affirmative vote of fifty-one percent (51%) of the votes entitled to be cast at such meeting. Such assessment shall be established on or before January 1 of each new year. The assessments shall be set by the Board of Directors so long as the Declarant and the Association owns fifty percent (50%) or more of the Building Sites.

(k) The Association shall at no time expend more money within any one year than the total amount of the assessments for that particular year plus any surplus which it may have on hand from previous assessment years without the prior approval of fifty-one percent (51%) or more of the voting members.

(l) The Association shall notify all members on or before February 1 of each year as to the amount of the assessment, the due date and the place of payment.

(m) Any damage to Common Properties caused by the abuse, misconduct or neglect of any owner or tenant, or any agent, employee, guest or business invitee shall be repaired by the Association at the cost of the owner or tenant whose representatives, agents, employees, guests or business invitees caused such damage, if the owner fails to repair the same after not less than thirty (30) days written demand from the Association.

IN WITNESS WHEREOF, the Declarant and the Association by its Board of Directors has caused this Amended Declaration to be duly executed as of the date first above written.

**"THE DECLARANT"**

THE MENNINGER FOUNDATION, a  
Kansas not-for-profit association


by:

  
\_\_\_\_\_  
John McKelvey  
President/CEO

**"THE ASSOCIATION"**

CORPORATE MEADOWS OFFICE PARK OWNERS  
ASSOCIATION, INC., a not-for-profit  
Kansas corporation,

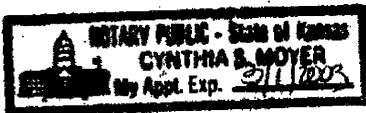
by:

  
\_\_\_\_\_  
Larry Denoyer  
President

STATE OF KANSAS )  
 )  
 ) SS:  
COUNTY OF SHAWNEE )

BE IT REMEMBERED, that on this 29<sup>th</sup> day of January, 2002/2003 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came John McKelvey, President and CEO of The Menninger Foundation, a Kansas not-for-profit association, who is personally known to me to be the same person who executed the foregoing document as President and CEO of said corporation, and said President and CEO duly acknowledged the execution of the same as the act of said corporation.

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



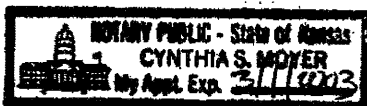
Cynthia S. Moyer  
Notary Public

My appointment expires: 3/1/2003

STATE OF KANSAS )  
 )  
 ) SS:  
COUNTY OF SHAWNEE )

BE IT REMEMBERED, that on this 29<sup>th</sup> day of January, 2002/2003 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Larry Denoyer, President of Corporate Meadows Office Park Owners Association, Inc., a not-for-profit Kansas corporation, who is personally known to me to be the same person who executed the foregoing document as President of said corporation, and said President duly acknowledged the execution of the same as the act of said corporation.

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



Cynthia S. Moyer  
Notary Public

My appointment expires: 3/1/2003



LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH PRINCIPAL MERIDIAN, INCLUDING PART OF LOT 1, BLOCK 'B', S.W. SIXTH AVENUE SUBDIVISION, ALL IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN AZIMUTH OF 178 DEGREES 18 MINUTES 40 SECONDS, COINCIDENT WITH THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 105.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 87 DEGREES 45 MINUTES 30 SECONDS, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1765.42 FEET; THENCE ON A CURVE TO THE RIGHT, COINCIDENT WITH SAID NORTH LINE, SAID CURVE HAVING A RADIUS OF 532.96 FEET, AN ARC DISTANCE OF 443.14 FEET (CHORD AZIMUTH: 111 DEGREES 34 MINUTES 41 SECONDS, CHORD DISTANCE: 430.48 FEET); THENCE ON AN AZIMUTH OF 135 DEGREES 23 MINUTES 51 SECONDS, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 182.12 FEET; THENCE ON A CURVE TO THE LEFT, COINCIDENT WITH SAID NORTH LINE, SAID CURVE HAVING A RADIUS OF 612.96 FEET, AN ARC DISTANCE OF 215.59 FEET (CHORD AZIMUTH: 125 DEGREES 19 MINUTES 17 SECONDS, CHORD DISTANCE: 214.49 FEET); THENCE ON AN AZIMUTH OF 115 DEGREES 14 MINUTES 42 SECONDS, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 169.58 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70; THENCE ON AN AZIMUTH OF 199 DEGREES 36 MINUTES 11 SECONDS, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 195.44 FEET; THENCE ON AN AZIMUTH OF 189 DEGREES 47 MINUTES 44 SECONDS, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 225.25 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES 52 MINUTES 00 SECONDS, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 231.38 FEET; THENCE ON A CURVE TO THE LEFT, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 268.00 FEET, AN ARC DISTANCE OF 130.30 FEET (CHORD AZIMUTH: 222 DEGREES 56 MINUTES 18 SECONDS, CHORD DISTANCE: 129.02 FEET); THENCE ON AN AZIMUTH OF 209 DEGREES 00 MINUTES 36 SECONDS, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 260.05 FEET; THENCE ON A CURVE TO THE RIGHT, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 134.00 FEET, AN ARC DISTANCE OF 33.26 FEET (CHORD AZIMUTH: 216 DEGREES 07 MINUTES 14 SECONDS, CHORD DISTANCE: 33.18 FEET); THENCE ON AN AZIMUTH OF 267 DEGREES 48 MINUTES 54 SECONDS, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 795.22 FEET; THENCE ON AN AZIMUTH OF 286 DEGREES 36 MINUTES 26 SECONDS, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 760.54 FEET; THENCE ON AN AZIMUTH OF 267 DEGREES 48 MINUTES 54 SECONDS, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 533.06 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE ON AN AZIMUTH OF 358 DEGREES 18 MINUTES 40 SECONDS, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 1130.25 FEET TO THE POINT OF BEGINNING.  
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 68.33 ACRES, MORE OR LESS.

NOTE: AZIMUTHS ARE ANGULAR INCREMENTS MEASURED CLOCKWISE FROM ZERO DEGREES AT ASSUMED ASTRONOMIC NORTH.

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Exhibit 1

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