

**SECOND AMENDMENT OF THE FIRST RESTATEMENT AND
AMENDMENT OF DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE BRIANNA COURT TOWNHOMES**

THIS SECOND AMENDMENT OF THE FIRST RESTATEMENT AND AMENDMENT OF DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIANNA COURT TOWNHOMES is made and entered into this _____ day of February, 2017, by Philip M. Mattox, the Community Association President and member of the Community Association Board, as the designated representative of the Community Association Members.

WITNESSETH:

WHEREAS, the original Developer has previously placed of record the Declaration of Easements, Covenants, Conditions and Restrictions for the Miller Ranch Townhomes dated July 10, 2006, which declaration was recorded on July 11, 2006, in Book 824 at Pages 4471 - 4501 in the office of the Register of Deeds of Riley County, Kansas (the "Original Declaration"). The Original Declaration encumbers and deals with and affects certain real estate situated in the City of Manhattan, Riley County, Kansas, which is described on Exhibit "A" attached hereto and by reference made a part hereof.

WHEREAS, the Original Declaration was restated and amended in its entirety pursuant to the First Restatement and Amendment of the Declaration of Easements, Covenants, Conditions and Restrictions for the Brianna Court Townhomes recorded on April 24, 2013, in Book 854 at Page 7325-7365 in the office of the Register of Deeds of Riley County Kansas, (the "Restated Declaration"). The Restated Declaration was amended and modified by an Amendment recorded on November 28, 2016, in Book 868 at Page 6823 in the office of the Register of Deeds of Riley County, Kansas.

WHEREAS, the Brianna Court Townhomes Community Association, Inc., a Kansas corporation (and previously known as "Miller Ranch Townhomes Community Association, Inc.") was formed for the purpose and has assumed the responsibility of exercising the powers of the original Developer under the Declaration.

WHEREAS, pursuant to the Restated Declaration's Article XIII, Paragraph 13.1, any amendment to the Restated Declaration must be approved by a Majority of the Community Association Board Members prior to its adoption by the Community Association Members, and amendments may thereafter be adopted at a meeting of the Community Association Members upon the approval thereof of two-thirds (2/3) of all Community Association Members entitled to vote thereat.

WHEREAS, in accordance with the requirements of the Restated Declarations the Community Association Board Members and Community Association Members duly convened on February 15, 2017, and voted to amend certain terms and provisions of the Restated Declaration.

NOW, THEREFORE, the Community Association Members, by and through the Community Association President, hereby amend the Declaration as follows:

1. **Defined Terms.** All capitalized terms used in this Second Amendment shall have the same meaning and definition as is given to those terms in the Restated Declarations, unless otherwise defined in this Second Amendment.
2. **Amendment to Article IV, Paragraph 4.5.**

Paragraph 4.5 Exempt Property of Article IV Creation of Lien and Personal Obligations is hereby deleted in its entirety and in lieu and in place thereof the following is hereby substituted:

4.5 Exempt Property. All properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority shall be exempt from the Assessments created herein. Additionally, and notwithstanding any other provision of this Declaration mandating uniformity of assessment of the Common Expenses against all Lots, upon the recommendation of the Community Association Board and the due approval by an affirmative vote of the Community Association Members, any undeveloped Lot may be exempted in whole or in part from any Regular Assessments made for the costs incurred by the Community Association in providing services or work in discharge of the Community Association Maintenance Responsibilities in accordance with Paragraph 3.19, if those services or work have not been provided by the Community Association to such undeveloped Lot. Any such exemption shall be submitted to the Community Association Members for their approval at a duly conducted and noticed meeting of the Community Association Members or otherwise in accordance with the methods and procedures prescribed by Paragraph 3.8. The period of any such exemption shall expire on the first (1st) anniversary of the date that the exemption has been duly approved and is to become effective, or the date on which construction or reconstruction of a townhome unit or residence on the Lot is completed, whichever date first occurs. The Community Association Board in its discretion may extend the period of an exemption granted under this Paragraph 4.5 for any Lot on which a townhome unit or residence is under construction but not yet completed and ready for occupancy, if the Community Association Board determines that construction of the townhome unit or residence is being prosecuted earnestly and in good faith and can be completed in a reasonably brief period of time.

3. **Effectiveness.** This Second Amendment shall become effective upon recordation in the office of the Register of Deeds for Riley County, Kansas.

IN WITNESS WHEREOF, the undersigned as President of the Brianna Court Townhomes Community Association, a Kansas corporation, has caused this **Second Amendment to the First Restatement and Amendment of the Declaration of Easements, Covenants, Conditions and Restrictions for the Brianna Court Townhomes** to be duly executed on the date set forth above, and by doing so hereby states and certifies that the foregoing Amendment was duly and properly adopted in accordance with the requirements of the Restated Declarations and applicable Kansas law.

**BRIANNA COURT TOWNHOMES
COMMUNITY ASSOCIATION, INC.,** a
Kansas corporation organized not for profit

By: _____
Philip M. Mattox, President

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, that on this ____ day of February, 2017, before me the undersigned, a Notary Public in and for the County and State aforesaid, came **Philip M. Mattox**, as President of the **Brianna Court Townhomes Community Association, Inc.**, a Kansas not for profit corporation, who is known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same for and on behalf of said corporation.

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

Notary Public

My appointment expires: _____

SECRETARY'S ATTESTATION

I, **Alice S. Ham**, Secretary of **Brianna Court Townhomes Community Association, Inc.**, hereby attest and do solemnly swear that the foregoing **Second Amendment to the First Restatement and Amendment of the Declaration of Easements, Covenants, Conditions and Restrictions for the Brianna Court Townhomes** was duly and properly approved and adopted on the 15th day of February, 2017.

ATTEST: _____
Alice S. Ham, Secretary

Exhibit "A"

Lots 6A, 6B, 7A, and 7B, The Townhomes at Miller Ranch, Unit Two, a Residential Planned Unit Development, in the City of Manhattan, Riley County, Kansas.

Lots 1, 2, 5A, 5B, 8A, and 8B, The Townhomes at Miller Ranch Unit Three, a Residential Planned Unit Development, in the City of Manhattan, Riley County, Kansas.

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