

**Book: 868 Page: 6823**



Riley County Scanning Label



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Title(s) of Document: Amended to the First Restatement and Amendment of Declaration of Easements, Covenants, Conditions and Restrictions for the Brianna Court Townhomes

Date of Document: November 11, 2016

Grantor(s): Members of the Brianna Court Townhomes Community Association, Inc.  
f/k/a Miller Ranch Townhomes Community Association, Inc.  
By their designated representative, Philip M. Mattox

Grantor's Address: 1021 Brianna Court, Manhattan, KS 66503

Grantee(s): Members of the Brianna Court Townhomes Community Association, Inc.  
f/k/a Miller Ranch Townhomes Community Association, Inc.

Grantee's Address: 1021 Brianna Court, Manhattan, KS 66503

Full Legal Description is located on page: 6

Reference Book(s) and Page(s), if required: Book 824, Page 4471  
Book 854, Page 7325

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

THIS AMENDMENT TO THE FIRST RESTATEMENT AND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIANNA COURT TOWNHOMES is made and executed this 10<sup>th</sup> day of November, 2016, by and through Philip M. Mattox, the Community Association President and a member of the Community Association Board, and as the designated representative of the Community Association Members, as each of those capitalized terms is defined in the Original Declaration and Restated Declaration, referenced below.

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; and**

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").

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; and

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; and

WHEREAS, in accordance with the requirements of the Restated Declarations the Community Association Board Members and Community Association Members duly convened on October 11, 2016, 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 Restated Declaration as follows:

1. The following subparagraphs (e) and (f) shall be added to **Paragraph 3.19 Community Association Maintenance Responsibility** of **Article III Community Association**:

**(e) Home Painting.** *The Community Association shall be responsible for painting of the areas of exterior of each improvement on an Owner's Lot which are intended to be painted, no less frequently than once every seven (7) years. The President shall appoint a Standing Paint Committee to establish a schedule of painting. Existing color schemes shall be continued. A uniform assessment to fund a separate special reserve from which the costs of such exterior painting will be paid shall be included with and added to the Regular Assessment. The Standing Paint Committee shall obtain competitive bids from licensed, bonded professional painters to perform such painting work and shall award the work to the bidder who has submitted the lowest bid and is able to perform at the times and in the manner the Committee requires. Prior to commencement of any painting work on an Owner's Lot, the Association shall provide the Owner with the painting contractor's certificate of Liability Insurance and listing the Community Association and the Lot Owner as additional insureds on the certificate with minimum general liability limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, worker's compensation limit of \$500,000 and, if applicable, \$1,000,000 for business auto liability coverage. Each Owner shall afford the painting contractor full and unimpaired access to his or her Lot for purposes of performing the painting work and shall not unreasonably interfere with the due performance of such work or attempt to supervise, control or direct the painting contractor in any manner.*

**(f) Public Sidewalks and Parking Pads.** *The public sidewalks and parking pads between the dwellings; along the public street known as "Miller Parkway" between the public street known as "Amherst Avenue" and the Oak Tree Townhomes subdivision boundary line and at the entrance to Brianna Court, will be maintained by the Community Association. In addition, all landscaping walls for all residents will be maintained by the HOA. These include only permanent brick or concrete walls.*

2. The second paragraph of **Paragraph 6.1. Maintenance by Owner** of **Article VI Maintenance, Repairs and Replacements** is deleted in its entirety, and in lieu and in place thereof the following is hereby substituted:

*Except as otherwise provided in this Declaration, each Owner shall maintain all improvements on such Owner's Lot in a clean and attractive condition. Without limiting the generality of the foregoing, each Owner shall: (a) keep Owner's Lot free from rubbish, litter and noxious weeds; (b) maintain, cultivate and keep in good condition and repair, all shrubs, trees, plantings and other landscaping originally located or from time to time placed on such Owner's Lot, including any indigenous vegetation located on said Lot; (c) maintain in good condition and repair and adequately paint or otherwise finish all drainage improvements located or from time to time placed upon such Owner's Lot; (d) maintain all paved surfaces and keep them clean, reasonably dry and free of petroleum, petroleum byproducts, fuel and other extraneous substances; and (e) maintain in good condition and repair all slope areas upon such Owner's Lot; and*

*(f) maintain in good condition and repair all porches, stoops, landings, stairs, sidewalks and other paved surfaces connected to and extending from such Owner's dwelling, and the driveway connected to and extending from such Owner's dwelling to the public street known as "Brianna Court". Except for the removal of dead or diseased plants, no Owner shall remove, replace or alter any trees, plantings or vegetation without the prior written consent of the Community Association.*

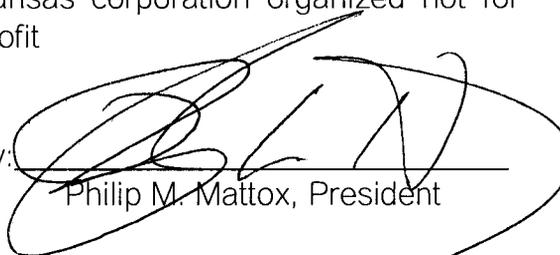
3. **Paragraph 7.3 Specific Issues of Article VII Architectural and Landscape Control** is hereby amended and modified by adding the following subparagraph (f):

*(f) Lawn Ornamentation. Any landscaping or lawn ornamentation on a Lot must be consistent with the design of the home and neighborhood. The Design Review Committee should be consulted before placement of any new lawn ornamentation and provided with plans and details regarding the same. In addition, a professional underground utility line location service (such as DIGSAFE) must locate and mark utility lines before the landscaper or contractor undertakes any planting or installation of ornamentation to ensure that no utility lines are near or will be affected by the planting or installation. Landscape projects must be completed within six (6) months of the date approved by the Design Review Committee. If additional time is needed, an extension should be requested. The Design Review Committee shall be notified by Owner when the project is completed such that it can confirm the project's conformity to the plans previously approved by the Design Review Committee.*

4. The foregoing Amendment shall become effective upon recording 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 **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

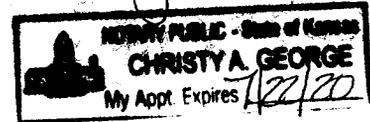
STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, that on this 10 day of November, 2016, 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.

*Christy A. George*  
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Notary Public

My appointment expires: 7/22/20



**SECRETARY'S ATTESTATION**

I, **Alice S. Ham**, Secretary of **Brianna Court Townhomes Community Association, Inc.**, hereby attest and do solemnly swear that the foregoing **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 11<sup>th</sup> day of October, 2016.

ATTEST: *Alice S. Ham*  
Alice S. Ham, Secretary

**Exhibit "A"**

**ot 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.**