

**AMENDMENT TO THE BROOKHOLLOW
DECLARATION OF RESTRICTIONS**

THIS AMENDMENT is made this 15th day of August, 2018 by Brookhollow Homes Association ("Association") and its undersigned members.

W I T N E S S E T H:

WHEREAS, on January 14, 1999, Brookwood Development Company L.C., a Kansas limited liability company ("Developer") filed that certain Brookhollow Declaration of Restrictions, recorded in Official Records Book 6018, at Page 548, et seq., of the Public Records of Johnson County, Kansas ("Declaration"); and

WHEREAS, the Declaration placed certain easements, covenants, conditions, restrictions and obligations upon the land described in Exhibit A; and

WHEREAS, pursuant to Article 18 of the Declaration, the Declaration may be amended at any time by written agreement of at least two-thirds of all Lot Owners within the subdivision; and

WHEREAS, the Board of Directors has proposed to amend and restate the Declaration in order to update the restriction regarding fences; and

WHEREAS, at least two-thirds of all Lot Owners consent to this Amendment;

NOW, THEREFORE, the Declaration is hereby amended by deleting Section 8(b)(i) in its entirety and replacing it with the following:

"Lots may have only wrought iron-style fences or wood fences or privacy screens in the specific styles and colors approved by the Association. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. All fences and privacy screens shall be constructed with the finished side out. No chain link, vinyl, or similar fence shall be permitted. Unless and until

otherwise specifically approved in writing by the Board of Directors, (A) no fence, boundary wall or privacy screen shall exceed five feet in height, (B) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the street than the rear corners (as defined by the Board of Directors) of the residence, (C) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence, and (D) all fences must be joined to any previously existing fences on adjacent Lots.”

IN WITNESS WHEREOF, the undersigned officers of Brookhollow Homes Association hereby certify that this Amendment has received the requisite approval pursuant to Article 18 of the Declaration this 15th day of August, 2018.

BROOKHOLLOW HOMES ASSOCIATION

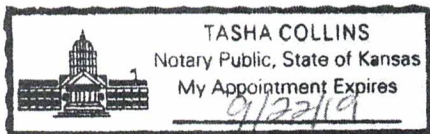
By: [Signature]
Printed Name: Christopher McGuyer
Its: President

By: _____
Printed Name: _____
Its: Secretary

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 15th day of August, 2018, before me personally appeared Christopher McGuyer and _____, to me known to be the President and Secretary, respectively, of Brookhollow Homes Association, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purpose therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto attached the day and year above written.



Tasha Collins
Notary Public
Printed Name: Tasha Collins

My commission expires:
9/22/19