

**FIRST AMENDMENT TO DECLARATIONS
OF EASEMENTS, COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE GRAND VISTA COMMUNITY**

THIS AMENDMENT is made and entered into this 31st day of July 2013, by Grand Mere Development, Inc., a Kansas corporation, hereinafter referred to as the "Developer" and Thierer Construction, Inc., a Kansas corporation, hereinafter referred to as "Thierer".

WITNESSETH:

WHEREAS, Developer and Thierer have placed of record the Declaration of Easements, Covenants, Conditions and Restrictions for the Grand Vista Community dated March 1, 2006, which declaration was recorded on March 1, 2006 in Book 822 at Pages 2109-2151 in the office of the Register of Deeds of Riley County, Kansas ("The Declaration"); and

WHEREAS, the Declaration affects certain real estate situated in Manhattan, Riley County, Kansas, described on Exhibit "A" and Exhibit "B" attached hereto and by reference made a part hereof; and

WHEREAS, pursuant to Article XIII, Paragraph 13.4, the Declaration may be amended by Developer without the approval of any other party; and

WHEREAS, Developer and Thierer desire to amend the Declaration upon the terms hereinafter set forth.

NOW, THEREFORE, the Developer and Thierer hereby amend ARTICLE I of the Declaration by changing the following paragraph to become Paragraph 1.23:

- 1.23 "Maintenance Expenses" means the actual costs incurred by the Community Association in contracting services in connection with landscape maintenance and snow removal on behalf of each participating Owner. Maintenance expenses contemplated hereby shall include, but not be limited to, the following:
- (a) Routine mowing, fertilizing, maintenance and trimming of lawns
 - (b) Monitoring of all in-ground irrigation systems
 - (c) Snow removal from any front porch, sidewalk and driveway located upon the properties.

NOW, THEREFORE, the Developer and Thierer hereby amend ARTICLE VII of the Declaration by changing the following paragraph to become Paragraph 7.3 (b):

7.3 (b) Landscape Design and Installation. All Owners will be required to use landscape design services of a landscape company approved by Thierer for all landscape design as well as the installation of primary landscape. Landscape design includes, but is not limited to, retaining walls, driveways, patios, private sidewalk location, mailbox location, foundation plantings, tree plantings and landscape beds. Installation of primary landscape includes, but is not limited to, the installation of retaining walls, in-ground sprinkler systems, grass seeding and/or sodding, foundation plantings and tree plantings. All lawns shall be irrigated with an in-ground sprinkler system. Any landscape beds containing plant materials that require supplemental watering in Kansas climate shall also be irrigated. Landscape plans must provide for a minimum of one (1) tree in the front and two (2) trees in the back, having a diameter of at least 2 1/2" caliper.

NOW, THEREFORE, the Developer and Thierer hereby amend ARTICLE VII of the Declaration by changing the following paragraph to become Paragraph 7.3 (c) (8):

7.3 (c) (8) Mailbox and Light Post. The location of each residential mailbox must be included as part of the primary landscape design submitted for approval. Each Owner will be required to install one (1) approved and operable light fixture on top of their mailbox. The following specifications will be used as a guideline for the construction of all light posts and mailbox posts:

- (a) Post material type is to be brick or stone
- (b) All mailbox units will be black in color
- (c) One (1) approved and operable light fixture on top of mailbox
- (d) Size of Post:
 - Width of all four (4) sides: 24"
 - Height of post: 48" from top of curb plus 4" concrete cap
 - Height of mailbox unit: 36" from top of curb
- (e) Concrete cap will be "24" x "24" white Portland concrete; type selected by Thierer.
- (f) Street number plaque will be 12" x 6" and selected by Thierer

NOW THEREFORE, the Developer and Thierer hereby amend ARTICLE VII of the Declaration by changing the following paragraph to become Paragraph 7.4 (a):

7.4 (a); The following minimum finished square footage requirements have been established for the Community. There are no maximums, however, no house will be permitted to overwhelm its lot.

Grand Vista

All Lots:

- Ranch, one story above grade 1,600 square feet finished.
- Multiple stories above grade: 2,000 square feet finished above grade with a minimum of 1300 sq. ft. on the main floor. Multiple stories will be allowed only if the second floor of finished space is finished within the natural roof line of a one story home. No true two story homes will be allowed.

NOW THEREFORE, the Developer and Thierer hereby amend ARTICLE VII of the Declaration by changing the following paragraph to become Paragraph 7.4. (c):

7.4 (c) Colors and Materials. Colors, textures, and architectural details should be in harmony with the surroundings of Grand Mere. No extremely contemporary, overly bold, or potentially offensive colors, patterns, or textures will be acceptable. All exterior colors are subject to review and approval by Thierer and/or the DRC.

NOW THEREFORE, the Developer and Thierer hereby amend ARTICLE VIII of the Declaration by changing the following paragraph to become Paragraph 8.23:

8.23 Landscape Maintenance. Owners will have the option to use the landscape service provider contracted by the Community Association for all routine mowing and trimming of the landscape, routine chemical lawn treatments and administration and monitoring of all in-ground irrigation systems. The fees for landscape maintenance services will be billed annually to each participating Owner as a Maintenance Expense. Owners who choose to not participate in the contracted landscape maintenance are still responsible for maintaining their yard in a "manicured" manner. In the absence of the Owner undertaking this responsibility, the Community Association shall perform such routine landscape maintenance and charge the Owner for such maintenance.

NOW THEREFORE, the Developer and Thierer hereby amend ARTICLE VIII of the Declaration by changing the following paragraph to become Paragraph 8.24:

8.24 Driveways and Sidewalks. All driveways must be completely paved with concrete. Owners will have the option to use the services of the snow removal company contracted by the Community Association for all snow removal on driveways and sidewalks. The fees for snow removal will be billed annually to each participating Owner as a Maintenance Expense. In addition, each Owner shall be responsible for routine sweeping of driveways and sidewalks which are appurtenant to his or her property. In the absence of the Owner undertaking these responsibilities, the Community Association shall perform such snow removal and routine maintenance and charge the Owner for such maintenance.

NOW THEREFORE, the Developer and Thierer hereby amend ARTICLE XII of the Declaration by adding the following paragraph as Paragraph 12.6:

- 12.6 The Community Association or the Developer or Thierer shall have the power to require that disputes between the Community Association and its Owners be submitted to non-binding alternative dispute resolution as a prerequisite to filing any lawsuit.

The Declaration as herein amended shall continue in full force and effect in accordance with the terms hereof.

IN WITNESS WHEREOF, the Developer and Thierer have caused this Declaration to be duly executed.

GRAND MERE DEVELOPMENT, INC.

By: Mary L. Vanier
Mary L. Vanier, President

THIERER CONSTRUCTION, INC.

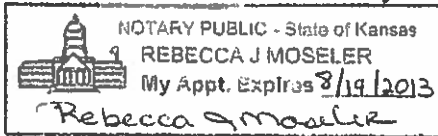
By: Larry Thierer
Larry Thierer, President

ACKNOWLEDGMENTS

STATE OF KANSAS, COUNTY OF RILEY, ss.

X On this 14 day of February, 2013, before me, a Notary Public, personally appeared Mary L. Vanier, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, and the said Mary Vanier further declared that she is President of Grand Mere Development, Inc., and the execution thereof was authorized on behalf of the corporation.

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



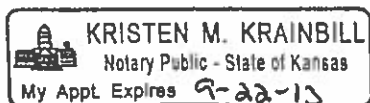
Rebecca J Moseler
Notary Public

My Appointment Expires: 8/19/2014

STATE OF KANSAS, COUNTY OF RILEY, ss.

On this 24th day of July, 2013, before me, a Notary Public, personally appeared Larry Thierer to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, and the said Larry Thierer further declared that he is President of Thierer Construction, Inc., and the execution thereof was authorized on behalf of the corporation.

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



Kristen M. Krainbill
Notary Public Kristen M. Krainbill

My Appointment Expires: 9-22-13