



**SUPPLEMENTAL DECLARATION
OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GRANDE BLUFFS AT MILL POINTE COMMUNITY**

THIS SUPPLEMENTAL DECLARATION is made and entered into as of this 26 day of March, 2014, by Mill Pointe Land Company, LLC, a Kansas limited liability company (herein called the "Developer").

WITNESSETH:

WHEREAS, Lots 1 through 15 inclusive, Grande Bluffs at Mill Pointe Unit, One, to the City of Manhattan, Riley County, Kansas (hereinafter the "Community") were made subject to that certain Declaration of Easements, Covenants, Conditions and Restrictions for the Grande Bluffs at Mill Pointe Community in Riley County, Kansas, which is recorded at Book 844, Pages 2250-2296, in the office of the Register of Deeds of Riley County, Kansas, and said lots were further made subject to a First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the Grande Bluffs at Mill Pointe Community, which is recorded at Book 845, Pages 6567-6568, in the office of the Register of Deeds of Riley County, Kansas, and a Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the Grande Bluffs at Mill Pointe Community, which is recorded at Book 854, Pages 6321-6323, in the office of the Register of Deeds of Riley County, Kansas (said original declaration and amendments are hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration provides for the annexation of additional property to become subject to the Declaration at such time as the Developer may elect, without the consent or assent of the Community Association (as defined in the Declaration);

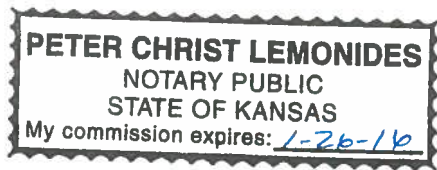
WHEREAS, Developer is the owner/developer of the real property described on Exhibit "A" attached hereto (hereinafter the "Annexation Property"); and

WHEREAS, Developer desires, for the same reasons, intents, and purposes for which the Community was subjected to the Declaration, to annex the Annexation Property to the Community and to submit and subject the Annexation Property, together with all buildings, improvements and fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging in any way pertaining thereto, to the covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, and other provisions contained in the Declaration.


NOW, THEREFORE, in consideration of the premises and for the purposes above set forth, the Developer hereby annexes the Annexation Property to the Community and declares, agrees, restricts, and covenants that the use, enjoyment, and ownership of the Annexation Property shall be and is hereby restricted, limited, conditioned, and protected subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, and other provisions set forth herein and in the Declaration, all of which shall run with the Annexation Property and be binding upon all parties having right, title, or interest therein or any part thereof, their heirs, successors, and assigns,

and shall inure to the benefit of and be the responsibility of each Owner and Community Association Member (as defined in the Declaration), with all of the terms and conditions of the Declaration remaining in full force and effect as to the Annexation Property. This Supplemental Declaration hereby incorporates by reference the Declaration and all of the covenants, conditions, restrictions, easements, and other provisions of the Declaration. The Annexation Property is hereby made subject to the Declaration at the election of the Developer and the Annexation Property shall become subject to the Declaration and subject to the jurisdiction of the Community Association upon recording of this Supplemental Declaration by the Developer. The recordation of such Supplemental Declaration shall constitute and effectuate the annexation of the Annexation Property described herein, making said real property subject to the Declaration, this Supplemental Declaration and subject to the functions, powers, and jurisdictions of the Community Association, and thereafter said Annexation Property shall be part of the Community for all intents and purposes of the Declaration and all of the owners of lots in the Annexation Property shall automatically be Owners in accordance with the terms hereof and the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed on the date first set forth above.



MILL POINTE LAND COMPANY, LLC

By: 
 Angela R. Schultz, Authorized Member

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED on this 26 day of March, 2014, before me the undersigned, a notary public in and for the county and state aforesaid, came Angela R. Schultz, Authorized Member of Mill Pointe Land Company, LLC, said person being known to me to be the same person who executed the above Supplemental Declaration and acknowledged the same to be her voluntary act and deed for and on behalf of said LLC.

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


 Notary Public

My appointment expires: 1-26-16

EXHIBIT "A"
Annexation Property

Lots 16 through 31, Grande Bluffs at Mill Pointe Unit Three, an addition to the City of Manhattan, Riley County, Kansas, as set forth in the recorded plat thereof, recorded in Plat Book 858, Page 430, in the office of the Register of Deeds of Riley County, Kansas; subject to easements and restrictions of record.