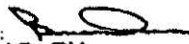




Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28741845
Receipt #: 1607185
Pages Recorded: 3
Recording Fee: \$16.00

Cashier Initials: DT
Authorized By: 
Date Recorded: 12/16/2005 3:33:16 PM



**ANNEXATION OF ADDITIONAL LAND AND THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND
DISCLOSURES FOR TYLER'S LANDING**

This Annexation of Additional Land and Third Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures For Tyler's Landing ("Amendment") is made this 15 day of December, 2005, by R&R Realty, LLC, a Kansas limited liability company (hereinafter referred to as the "Developer").

WHEREAS, Developer filed with the Sedgwick County, Kansas Register of Deeds a certain Declaration Of Covenants, Conditions, Restrictions, Easements And Disclosures For Tyler's Landing ("Declaration") dated September 29, 2003, and recorded in the office of the Sedgwick County Register of Deeds at Film 2790, Page 1745 *et seq.*; that certain Annexation of Additional Land and First Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures For Tyler's Landing ("First Amendment") dated May 4, 2004 recorded at DOC.#/FLM-PG: 28571040; and that certain Second Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures For Tyler's Landing ("Second Amendment") dated November 17, 2004 recorded at DOC.#/FLM-PG: 28629329 (collectively the Declaration, First Amendment and Second Amendment shall hereinafter be referred to as the "CCRs");

WHEREAS, the Property referenced in the CCRs currently includes certain Lots and Common Area located in Tyler's Landing Addition, Wichita, Sedgwick County, Kansas (the "1st Addition") and Lots 1-27, inclusive, Block A; Lots 1-67, inclusive, Block B; and Reserves A and B all in Tyler's Landing 2nd Addition, Wichita, Sedgwick County, Kansas (which addition is hereafter referred to as the "2nd Addition");

WHEREAS, Developer desires to annex additional land into the Property; and

WHEREAS, pursuant to Article X of the CCRs, Developer has the power and authority to annex additional real property into the Property which is subject to the CCRs, and desires to do so, and has the power and authority to amend the CCRs.

NOW, THEREFORE:

1. The definition of "Property" contained in Section 1.13 of the CCRs is hereby amended to include (in addition to the 1st Addition and the 2nd Addition real property currently included in that

AFTER RECORDING, RETURN TO:
Ron H. Harnden
Triplett, Woolf & Garretson, LLC
2959 N. Rock Rd., Suite 300
Wichita, Kansas 67226

251919 11/16/05

definition) Tyler's Landing 3rd Addition, Wichita, Sedgwick County, Kansas, except Lot 1, Block A (which addition is hereafter referred to as the "3rd Addition").

2. The definition of "Common Area" contained in Section 1.6 of the CCRs is hereby amended to include (in addition to the 1st Addition and the 2nd Addition real property currently included in that definition) Reserves A, B and C in the 3rd Addition, and Lots 37, 38 and 39, Block D in the 3rd Addition.

3. The original Exhibit "A" to the Declaration pertains to the 1st Addition only; and the Exhibit A attached to the Second Amendment pertains to the 2nd Addition only.

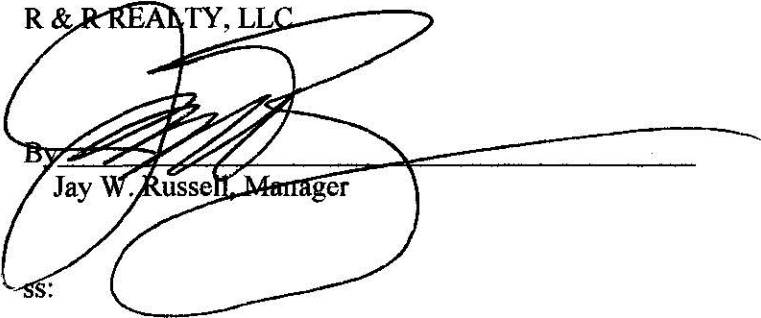
4. Exhibit "A" attached hereto identifies the Wrought Iron Fence Lots within the 3rd Addition and specifies the minimum square feet of finished floor area, exclusive of the basement, porch and garage, required within the residences constructed within the 3rd Addition, and the amenities of the Common Area in the 3rd Addition.

5. Except as provided herein, the CCRs shall remain in full force and effect in accordance with their prior terms and conditions.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date and year first above written.

DEVELOPER

R & R REALTY, LLC

By: 
Jay W. Russell, Manager

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 15 day of December, 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, Manager of R&R Realty, LLC, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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


NOTARY PUBLIC

My Appointment Expires:
6/11/09

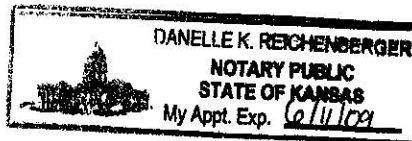


EXHIBIT "A"
TYLER'S LANDING
3RD ADDITION



Amenities of Tyler's Landing 3RD Addition

- (1) Reserve A & B, C, Shall be seeded, irrigated and landscaped with trees as determined to be appropriate by the Developer.
- (2) Lots 37, 38, & 39, Block D, may contain a swimming pool and other pool related improvements and are to be constructed and paid for by the Tyler's Landing Home Owners Association. The Developer will not be responsible for any part of the construction or financial burden that may be incurred on these lots for the construction of a pool or any other improvements. If for any reason that the above said lots should not be used for a pool and related improvements, then the 1,300 S.F. minimum requirements for any structure shall be reinstated and enforced. The wrought iron fence requirements shall remain intact regardless of the use.

LEGEND

- **WROUGHT IRON FENCE LOTS**
- 1100 **MINIMUM SQ. FT. PER RESIDENCE**
- 1200 **MINIMUM SQ. FT. PER RESIDENCE**
- 1300 **MINIMUM SQ. FT. PER RESIDENCE**