

1726217 ✓ ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

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NOTTINGHAM FOREST SOUTH
HOMES ASSOCIATION DECLARATION

16⁰⁰ RUBIE M. SCOTT
REGISTER OF DEEDS

BY _____ DEF

THIS DECLARATION, made as of the 20th day of July, 1987, by HANOVER DEVELOPMENT COMPANY II, a Kansas general partnership;

WITNESSETH:

WHEREAS, Hanover Corporation, an affiliate of Hanover Development Company II, has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "Nottingham Forest South;" and

WHEREAS, such plat creates the subdivision of Nottingham Forest South, composed of the following described lots, to wit:

Lots 1 through 24 of Block 1, Lots 1 through 23 of Block 2, Lots 1 through 19 of Block 3 and Lots 1 and 2 of Block 4 of NOTTINGHAM FOREST SOUTH, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, Hanover Development Company II, as the present owner and developer of the above-described lots, desires to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises, Hanover Development Company II, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I. Definition of Terms Used

For purposes of this Declaration, the following definitions shall apply:

(a) The term "Lot" shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer, owns all or parts of one or more adjacent lots upon which only

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one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

(b) The term "District" shall mean all of the above-described lots in Nottingham Forest South, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(c) The term "Developer" shall mean and refer to Hanover Development Company II, a Kansas general partnership, and its successors and assigns.

(d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(e) The term "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments, berms and other similar ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, including an approximate 20 foot wide landscape easement along Antioch Street as shown on the plat of Nottingham Forest South, and (iv) all other similar areas and places, together with all improvements thereon and thereto (including any swimming pool, tennis courts, clubhouse or similar recreational facilities that may be constructed or erected), the use, benefit or enjoyment thereof is intended for all of the Owners within the District, whether or not any "Common Area" is located on any Lot.

(f) The term "street" shall mean any public street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

(g) The term "Homes Association" shall mean the Kansas not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the District.

(h) The term "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all or substantially all of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its discretion at any time and for any limited purpose hereunder.

ARTICLE II. HOMES ASSOCIATION
MEMBERSHIP, VOTING AND MANAGEMENT

Membership in the Homes Association shall be limited to the Owners of Lots within the District and every such Owner shall be a member. The Homes Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot.

ARTICLE III. POWERS AND DUTIES
OF THE HOMES ASSOCIATION

1. In addition to the powers granted by other portions of this Declaration or by law, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Homes Association may be paid out of the general fund of the Homes Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in his own name.

(b) To acquire and own title to or interests in, and exercise control over, Common Areas.

(c) To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Homes Association and the property within the District.

(d) To levy and collect the assessments which are provided for in this Declaration.

(e) To enter into agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Homes Association and its members and the sharing of the expenses associated therewith.

(f) To enter into agreements with the Developer, other developers, other homes associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses related thereto.

(g) To engage the services of a management company or other person or entity to carry out and perform the functions and powers of the Homes Association, including, without limitation, keeping of books and records, and operation and maintenance of Common Areas.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the board of directors of the Homes Association to keep any property in the District neat in appearance and in good order.

(j) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(k) To make such reasonable rules and regulations (including, without limitation, the use of Common Areas) and to provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions and purposes of this Declaration.

(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

2. In addition to the duties required by other portions of this Declaration and by law, the Homes Association shall have the following duties and obligations with respect to providing services to Owners within the District:

(a) To the extent not provided as a service by any governmental authority, the Homes Association shall provide for the collection and disposal of rubbish and garbage for each residence one day per week (which day shall be the same for all residences).

(b) The Homes Association shall at all times be responsible for the proper maintenance of, and shall maintain, the Common Areas.

(c) The Homes Association shall pay all amounts due from it under any agreement regarding recreational facilities, as contemplated in Article VIII below.

ARTICLE IV. METHOD OR PROVIDING GENERAL FUNDS

1. For the purpose of providing a general fund to enable the Homes Association to exercise the powers, maintain the improvements and render the services provided for herein, all Lots in the District, other than Lots then owned by the Developer, shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof. The amount of such annual assessment shall be fixed periodically by the Homes Association and, until further action of the Homes Association, shall be \$200.00 per year; provided, however, that if and when the initial Recreational Facilities contemplated in Article VIII below are substantially completed and available for use, such annual amount shall be automatically increased to \$350.00.

2. The rate of annual assessment upon each Lot in the District may be increased or decreased (i) by the Board of Directors of the Homes Association from time to time to an amount not to exceed 110% of the rate of annual assessment in effect on the preceding January 1st, or (ii) at a meeting of the members specially called for that purpose and of which advance notice is given and if a majority of the members present at such meeting and entitled to vote authorize such increase or decrease by an affirmative vote therefor; provided, however, that the rate of annual assessment may not be less than an amount that is necessary to permit the Homes Association to perform its duties as specified in subsection 2 of Article III.

3. The annual assessments provided for herein shall be based upon the calendar year (commencing in 1988) and shall be due and payable on January 1st of each year; provided, however, that (a) the first assessment for each Lot shall be due and payable, at the Developer's option, upon closing of the acquisition of the Lot from the Developer (which for closings in 1987 shall require the payment of the 1988 dues at the time of closing) and shall be prorated as of the date thereof and (b) any increase that occurs under the proviso in subsection 1 above shall be effective as of the date such recreational facilities

are available and ready for use (as determined by the Developer) and such increased amount shall be prorated as of the date thereof for the remainder of the calendar year. If the effective date of any increase in the rate of assessment is other than January 1st, the prorated portion of the amount of such increase for the remainder of such year shall be due and payable on such effective date.

ARTICLE V. LIEN ON REAL ESTATE

1. The annual assessment shall become a lien on the Lot against which it is levied as soon as it is due and payable as set forth above. In the event of the failure of any Owner to pay any assessment within 30 days of the due date thereof, then such assessment shall bear interest at the rate of 10% per annum from the due date until paid. Should it become necessary to engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot.

3. Nonpayment of any assessment provided for herein within 60 days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Johnson County, Kansas having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the office of the Register of Deeds of Johnson County, Kansas whenever any assessment is delinquent. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$25.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

ARTICLE VI. SPECIAL ASSESSMENTS

In addition to the annual assessments provided for herein, the Board of Directors of the Homes Association (a) shall have the authority to levy from time to time a special assessment

against any Lot and its Owner to the extent the Homes Association expends any money (for services or materials) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation, or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and (b) shall levy from time to time special assessments against each and every Lot in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties as specified in subsection 2 of Article III that require any expenditure during any period in an amount in excess of the general funds of the Homes Association available therefor. Such special assessment shall be due and payable, and become a lien on such Lot, upon notice to such Owner of the assessment. Interest at the rate of 10% per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

ARTICLE VII. LIMITATION ON EXPENDITURES

Except with respect to recreational facilities, the Homes Association shall at no time expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus which it may have on hand from prior years; nor shall the Homes Association have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years and except for matters contemplated in subsection 2(c) of Article III above.

ARTICLE VIII. RECREATIONAL FACILITIES

1. The Developer shall have the right (but is not obligated) to construct and erect from time to time a swimming pool, tennis courts, a clubhouse, parking lot and other similar recreational facilities ("Recreational Facilities") within the District or on property near the District and to make such facilities available for use by residents of the District and residents of other subdivisions that may be situated near the District. The size, number and components of the Recreational Facilities shall be as determined by the Developer in its absolute discretion.

2. In the event any Recreational Facilities are so constructed and made available for use by residents of the District, the following shall apply:

(a) The Homes Association will pay, from and after the substantial completion and availability date, a pro rata share (as defined below) of the operating expenses (as defined below)(net of operating income) of the Recreational Facilities and of any post construction capital expenditures

(as defined below); provided, however, that until ownership and control of the Recreational Facilities are transferred as provided in paragraph (d) below the per residence payment by the Homes Association shall not exceed \$150.00 per year (which amount may be increased by 10% on January 1st of each year.)

(b) For purposes hereof, the "operating expenses" of the Recreational Facilities shall generally have the meaning attributed thereto under generally accepted accounting principles, consistently applied, but shall not include (i) any costs of the Developer of acquiring, developing, improving, constructing or erecting the Recreational Facilities or the site on which such facilities are located, (ii) any depreciation or amortization of the costs described in clause (i) above, (iii) any financing or debt service expenses related to the costs described in clause (i) above, (iv) any ground, facilities, or other lease payments or rents related to the costs described in clause (i) above, or (v) any costs attributable or allocable to the use of the Recreational Facilities or any part thereof by the Developer, any construction company, any real estate agent or any other similar party as an office, meeting place or storage facility.

(c) For purposes hereof, "post construction capital expenditures" shall mean any expenditures made or incurred after the completion of the initial (as specified by the Developers) Recreational Facilities for equipment, furniture, or other capital assets, including the expansion of any facilities, and any other expenditures that would be capitalized under generally accepted accounting principles, consistently applied.

(d) For purposes hereof, the Homes Association's "pro rata share" for any fiscal year shall be equal to the product of (i) the aggregate pertinent expenses for the period multiplied by (ii) a fraction the numerator of which is the number of Lots that are then obligated to pay homes association dues and the denominator of which is the sum of (A) the numerator plus (B) the number of residential units in other subdivisions that are using the Recreational Facilities.

(e) At such time as the Developer deems appropriate, the Developer shall convey title to or its interest in the Recreational Facilities to the Homes Association and any other homes associations whose members may use the Recreational Facilities or to a not-for-profit corporation having as its members the owners of the residences entitled to use the Recreational Facilities. Such transfer shall be without cost or charge to the grantee(s) and free and clear of any mortgages or similar liens.

(f) The Homes Association shall pay the amounts due from it under paragraph (a) above out of the homes association dues collected from the Owners of the Lots.

ARTICLE IX. COMMON AREAS

The Developer covenants and agrees to convey title to or its interest in the Common Areas (except any part thereof that is within any Lot or outside the District and except as provided in Article VIII above) to the Homes Association, without cost to the Homes Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion.

ARTICLE X. NOTICES

1. At least seven days prior to any meeting of the Homes Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Homes Association.

2. The Homes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Homes Association may be transacted.

3. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Homes Association for such person. Notice to one co-owner shall constitute notice to all co-owners.

ARTICLE XI. EXTENSION OF DISTRICT

The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

ARTICLE XII. OBSERVANCE OF ALL LAWS

The Homes Association shall at all times observe all applicable state, county, city or other laws or regulations and,

if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provisions shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

ARTICLE XIII. AMENDMENT AND TERMINATION

This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the owners of two-thirds of the Lots within the District as then constituted and (b) if prior to the recording of the Certificate of Substantial Completion, by the Developer.

ARTICLE XIV. ASSIGNMENT OF DEVELOPER'S RIGHTS

The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

ARTICLE XV. COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the District shall come.

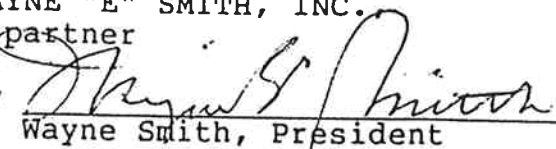
ARTICLE XVI. SEVERABILITY

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

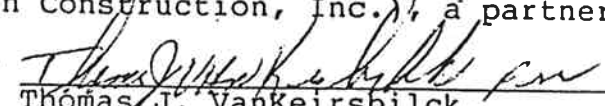
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed the day and year first above written.

HANOVER DEVELOPMENT COMPANY II,
a Kansas general partnership

By: WAYNE "E" SMITH, INC.
a partner

By 
Wayne Smith, President

By: VANKEIRSILCK CONTRACTING CO.,
INC. (successor by merger to Tom
Van Construction, Inc.), a partner

By 
Thomas J. VanKeirsbilck,
President

By: 
R.A. Akers, a partner

By: CYRIL VANKEIRSILCK TRUST dated
May 28, 1986, a partner

By 
Cyril VanKeirsbilck, Trustee

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 20 day of July, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wayne "E" Smith, President of Wayne "E" Smith, Inc., a Kansas corporation, Thomas J. VanKeirsbilck, President of VanKeirsbilck Contracting Co., Inc., a Kansas corporation, R.A. Akers, an individual, and Cyril VanKeirsbilck, Trustee of the Cyril VanKeirsbilck Trust, who are personally known to be such officers, individual and fiduciary, and who are personally known to me to be the same persons who executed, as such officers, individual and fiduciary, the within instrument on behalf of said corporations, trust and on their own behalves, in their capacities as partners in and on behalf of Hanover Development Company II, a Kansas general partnership, and in their personal, corporate and fiduciary capacities, and such persons duly acknowledged the execution of the same to be the act and deed of said corporations, trust, individual and partnership.

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

CAROL J. HAMILTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires Sept. 29, 1990

Carol J. Hamilton
Notary Public

CAROL J. HAMILTON
Print or Type Name

My commission expires:

September 29, 1990

Assoc Restrictors #1726217 + 1726218 (RFS + Estates)
Villas = 1825724 + 1960625

EXHIBIT A

NOTTINGHAM FOREST SOUTH HOMES ASSOCIATION, INC.

ARTICLE I

OFFICES

1.1 Name. The name of the corporation is Nottingham Forest South Homes Association, Inc. It is incorporated under the laws of the State of Kansas as a corporation not-for-profit.

1.2 Location. The principal office of the corporation shall be located in Overland Park, Kansas, but meetings of members and directors may be held at such other places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

2.1 Association shall mean the Nottingham Forest South Homes Association, Inc., its successors and assigns.

2.2 District shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 Common Areas shall have the meaning set forth in the Declaration.

2.4 Street shall have the meaning set forth in the Declaration.

2.5 Lot shall have the meaning set forth in the Declaration.

2.6 Owner shall have the meaning set forth in the Declaration.

2.7 Developer shall mean and refer to Hanover Development Company II, a Kansas general partnership, and its successors and assigns.

2.8 Declaration shall mean, collectively, (i) the Nottingham Forest South Homes Association Declaration, dated as of July 20, 1987, and recorded as instrument number 1726217 in Volume

2632 at Page 413 in the Office of the Register of Deeds, Johnson County, Kansas, as such Declaration may be amended from time to time and (ii) the Nottingham Forest South Declaration of Restrictions, dated as of July 20, 1987, and recorded as instrument number 1726218 in Volume 2632 at Page 425 in the Office of the Register of Deeds, Johnson County, Kansas, as such Declaration may be amended from time to time.

2.9 Architectural Committee shall have the meaning set forth in the Declaration.

ARTICLE III

MEMBERSHIP

3.1 Membership Generally. Membership in the Association shall be limited to persons or entities who are the Owners of the fee interest or of an undivided portion of the fee interest in any Lot (as defined in the Declaration) which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Membership for Guardians of Minors. In case the legal title to a Lot is held by one or more minors, their natural or legal guardian or guardians shall be eligible for membership or, if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question or such guardians may designate in writing one of them as a member in their stead and such person shall thereupon become eligible for membership, subject to the approval of the Board of Directors.

3.3 Suspension of Membership. During any period in which a member shall be in default in the payment of any monthly and/or annual or special assessment levied by the Association as provided in the Declaration, the voting rights and the right to use any recreational facilities in or available to the District may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 90 days, for violation of any of the rules and regulations established by the Board of Directors governing the use of the Common Areas and any recreational facilities in or available to the District.

ARTICLE IV

VOTING RIGHTS

The Association shall have only one class of members, which shall consist of all of the persons and entities who are members as provided in Article III. Each member shall be entitled to one vote for each Lot for which he is the owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, when more than one person is an owner of any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot. Where a lot is owned by a corporation, partnership or other entity, such entity shall designate a person who is entitled to vote respecting such Lot and to serve, if elected or appointed, as a director of the Association, such designation to be made by filing a written instrument to that effect with the Association.

ARTICLE V

USE OF COMMON AREAS

5.1 Undedicated Common Areas. The Owners of Lots within the District shall have the non-exclusive right to the use of all Common Areas to the extent not located on any Lot and appearing as undedicated common areas on the plat of the District, or as may appear on subsequent plats of the District, or as may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas, by the Developer, or as may otherwise be created.

5.2 Rules and Regulations. The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas.

ARTICLE VI

BOARD OF DIRECTORS

6.1 Number. The business and affairs of the Association shall be managed by a Board of Directors composed of four directors. Each director named in the Articles of Incorporation shall hold office until the first annual election of directors or until his earlier resignation or removal. Each individual elected as a director shall serve for a term of one year and until his successor is duly elected and has commenced his term of office or until his earlier resignation or removal.

6.2 Qualification. All directors, other than the initial directors named in the Articles of Incorporation, shall be members in good standing of the Association.

6.3 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

6.4 Compensation. No director shall receive compensation for the service he may render to the Association as a director. However, any director may be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties.

6.5 Newly Created Directorships. Newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, unless it is otherwise provided in the Articles of Incorporation or these Bylaws, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

ARTICLE VII

MEETING OF DIRECTORS

7.1 Annual Meetings. Annual meetings of the Board of Directors shall be held following the annual meeting of the members at such place as may be fixed by the board.

7.2 Regular Meetings. Regular meetings of the Board of Directors may be held without notice and shall be held at such place and time as may be fixed from time to time by the Board.

7.3 Special Meetings. Special meetings of the Board of Directors shall be held at such place and time as may be specified by and when called by the president of the Association or by any two or more directors.

7.4 Notice of Special Meetings. Written or printed notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called, shall be

delivered to each director not less than five (5) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon prepaid. Any meeting of the Board of Directors shall be a legal meeting without any notice thereof having been given if all directors shall be present.

7.5 Quorum. Unless otherwise required by law, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise required by law or as provided in Article XVI hereof, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

7.6 Adjournment. If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

7.7 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors of the Association, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

7.8 Action Taken Without a Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VIII

NOMINATION AND ELECTION OF DIRECTORS

8.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members. *

8.2 Election. Election to the Board of Directors shall be by written ballot. At any such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. (Cumulative voting shall not be permitted.) *

8.3 Commencement of Term of Office. A director shall be deemed elected at the time of his election, but he shall not be deemed to have commenced his term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the Board of Directors or otherwise.

ARTICLE IX

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the power to:

9.1 Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

9.2 Rules and Regulations. Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; provided, however, that the Board of Directors may not, in any event, revoke, limit, restrict, or suspend in any way, the right of any Owner to use and enjoy any street for ingress and egress.

9.3 Employment. Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities.

9.4 Records and Reports. Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

9.5 Supervision. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

9.6 Assessments. As more fully provided in the Declaration, provide for the levying of the annual and monthly assessment against each Lot and any special assessment against any Lot and to take all actions necessary or appropriate to collect the same.

9.7 Certificates. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

9.8 Insurance. Procure and maintain public liability insurance, fire and extended coverage hazard insurance and other insurance on property owned by the Association and maintain officer's and director's liability insurance, all in such sums as may be deemed appropriate.

9.9 Bonding. Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

9.10 Maintenance. Cause the Common Areas to be maintained and to enter into agreements with the Developer regarding the sharing of expenses related thereto.

9.11 Committees. Appoint an executive committee and other committees and delegate to such committees any of the powers and authority of the Board of Directors in the management of the business and affairs of the Association. Any such committee shall be composed of two (2) or more directors. A quorum of any committee so designated by the Board of Directors shall be any number of the members designated by the Board of Directors provided, however, that quorum shall not consist of less than one-half (1/2) of the total number of members appointed to such committee. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

9.12 Architectural Committee. Appoint an Architectural Committee and to hear and decide appeals of its decisions, as provided in the Declarations.


9.13 Indebtedness of Association. Unless otherwise prohibited by the Declaration, borrow money and incur indebtedness

for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.14 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Kansas.

ARTICLE X

MEETINGS OF MEMBERS

10.1 Annual Meetings. The annual meeting of the members of the Association shall be held on the second Wednesday of November of each year, at such place and time as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership may be transacted. 

10.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days prior to such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice shall be deemed to be delivered when it is deposited in the United States mail with postage thereon addressed to the member at his address as it appears on the books of the Association.

10.4 Quorum. The presence at a meeting, in person or by proxy, of members entitled to cast at least one-fifth (1/5th)

of the total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in these Bylaws, the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business.

10.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association before the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of one (1) year from the date of its issuance or upon conveyance by the member of his Lot, whichever event shall occur sooner.

10.6 Consent of the Members in Lieu of Meeting. To the extent, if any, and in the manner permitted by statute and unless otherwise provided in the Articles of Incorporation, any action required to be taken at any annual or special meeting of members of the Association, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote thereon.

ARTICLE XI

OFFICERS AND THEIR DUTIES

11.1 Enumeration of Offices. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 Election of Officers. Initially, the officers shall be elected by the Board of Directors named in the Articles of Incorporation at the first meeting of that body, to serve at the pleasure of the board until the first annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting

of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he enters upon the duties of the office to which he has been elected or appointed and furnishes any bond required by the Board of Directors or these Bylaws; but the Board of Directors may also require of such person his written acceptance and promise faithfully to discharge the duties of such office.

11.3 Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.4 Resignation and Removal. Any officer may be removed from office by the Board of Directors with or without cause, at any time. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the Board or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 Vacancies. A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

11.6 Multiple Offices. Any two (2) or more offices may be held by the same person.

11.7 Duties. The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the membership and at all meetings of the Board of Directors. He shall be ex officio a member of all standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his absence,

inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the board.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

11.8 Compensation. Officers of the Association shall not receive any compensation or salary for their services, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of the duties of their offices.

ARTICLE XII

ASSESSMENTS

12.1 Purpose. The assessments levied by the Association shall be used to provide funds to enable the Association to exercise the powers, maintain the improvements and render the services provided for in these Bylaws, the Declaration and the Articles of Incorporation.

12.2 Provisions Governing Assessments. Assessments shall be levied in the manner provided in the Declaration and all matters concerning assessments shall be governed by the provisions of the Declaration.

ARTICLE XIII

BOOKS AND RECORDS

The books and records of the Association shall, at all times during reasonable business hours and upon reasonable notice,

be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available during business hours for inspection by any member at the principal office of the Association.

ARTICLE XIV

CORPORATE SEAL

If adopted by the Board of Directors, the Association shall have a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Corporate Seal, Kansas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

ARTICLE XV

GENERAL PROVISIONS

15.1 Depositories and Checks. The moneys of the Association shall be deposited in such manner as the directors shall direct in such banks or financial institutions as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

15.2 Certain Loans Prohibited. The Association shall not make any loan to any officer or director of the Association.

15.3 Absence of Personal Liability. The directors, officers and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

15.4 Indemnification.

(a) General. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other subparagraphs of this paragraph 15.4, the Association shall indemnify and advance expenses to each person who is or was an officer or director of the Association or a member of the Architectural Committee to the full extent permitted by the laws of the State of Kansas as in effect on the date of the adoption of this paragraph 15.4 and as may hereafter be amended.

(b) Indemnification in Actions by Third Parties. The Association shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened,

pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (other than an action by or in the right of the Association) by reason of the fact that such person is or was an officer or director of the Association or a member of the Architectural Committee against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Association in accordance with subparagraph (e) of this paragraph 15.4, which approval shall not be unreasonably withheld), attorneys' fees, fines and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that the Association shall not be required to indemnify or advance expenses to any such person or person seeking indemnification or advancement of expenses in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized by the Board of Directors of the Association. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

(c) Indemnification in Derivative Actions. The Association shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was an officer or director of the Association or a member of the Architectural Committee against amounts paid in settlement thereof (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Association in accordance with subparagraph (e) of this paragraph 15.4, which approval shall not be unreasonably withheld) and all expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding)

if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification under this subparagraph (c) shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable to the Association unless and only to the extent that the court in which the action, suit or proceeding is brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to such indemnification.

(d) Indemnification for Expenses. Notwithstanding the other provisions of this paragraph 15.4, to the extent that a person who is or was serving as a director or officer of the Association or a member of the Architectural Committee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraphs (b) and (c) of this paragraph 15.4 (including the dismissal of any such action, suit or proceeding without prejudice), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(e) Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of subparagraphs (a), (b) and (c) of this paragraph 15.4, unless ordered by a court and except as otherwise provided by subparagraph (d) of this paragraph 15.4, the Association shall determine that such person has met the specified standard of conduct entitling such person to indemnification as set forth under subparagraphs (a), (b) or (c) of this paragraph 15.4. Any determination that a person shall or shall not be indemnified under the provisions of subparagraphs (a), (b) or (c) of this paragraph 15.4 shall be made by (i) the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) the members of the Association, and such determination shall be final and binding upon the Association; provided, however, that in the event such determination is adverse to the person or persons to be indemnified hereunder, such person or persons shall have the right to maintain an action in any court of competent jurisdiction against the Association to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. If such court action is successful and the person or persons is determined to be entitled to such indemnification, such person or persons shall be reimbursed by the Association for all fees and expenses

(including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

(f) Advancement of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by the Association. Notwithstanding the foregoing, no advance shall be made by the Association if a determination is reasonably and promptly made by (i) the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding for which the advancement is requested, (ii) if a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) the members of the Association, that, based upon the facts known to the board, counsel or members of the Association at the time such determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interests of the Association, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe such person's conduct was unlawful. In no event shall any advance be made in instances where the Board, members or independent legal counsel reasonably determines that such person deliberately breached such person's duty to the Association or its members.

(g) Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this paragraph 15.4 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, under the Articles of Incorporation, Bylaws, agreement, vote of members of the Association or disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which the Association may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this paragraph 15.4 shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

(h) Insurance. Upon resolution passed by the Board of Directors, the Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association or a member of the Architectural Committee, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this paragraph 15.4.

(i) Vesting of Rights. The rights granted by this paragraph 15.4 shall be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's acceptance of such person's election or appointment as a director or officer of the Association and while this paragraph 15.4 may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this paragraph 15.4 with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

(j) Definition of Defense. For the purpose of this paragraph 15.4, references to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross claim or counterclaim.

(k) Severability. If any provision of this paragraph 15.4 or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this paragraph 15.4 and the application of such provisions to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any officer or director of the Association is entitled under any provision of this paragraph 15.4, to indemnification by the Association for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, Erisa excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation, the investigation, defense,

settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Association shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

ARTICLE XVI

AMENDMENT

These Bylaws may from time to time be altered, amended, or repealed, or new Bylaws may be adopted in any of the following ways: (i) by a two-thirds (2/3) vote of the members of the Association present at a meeting at which a quorum is present, or (ii) by a three-fourths (3/4) vote of the Board of Directors, and any change so made by the members may thereafter be further changed by three-fourths (3/4) vote of the directors; provided, however, that the power of the Board of Directors to alter, amend, or repeal Bylaws, or to adopt new Bylaws, may be denied as to any Bylaws or portion thereof by the members if at time of enactment the members shall so expressly provide.

ARTICLE XVII

CONFLICT

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.



ARTICLE XVIII

FISCAL YEAR

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the Board of Directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

ARTICLE XIX

WAIVER OF NOTICE

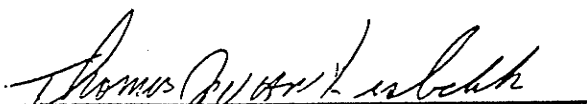
Whenever any notice is required to be given under the provisions of the statutes of Kansas, or of the Articles of

Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not law fully called or convened. Neither the business to be transacted at nor the purpose of, any regular or special meeting of the members, directors or members of a committee of directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these Bylaws.

CERTIFICATE

The undersigned secretary of Nottingham Forest South Homes Association, Inc., a Kansas not-for-profit corporation, hereby certifies that the foregoing bylaws are the original bylaws of said corporation adopted by the initial directors named in the articles of incorporation.

Dated: February 20, 1988


Thomas VanKeirsbilck,
Secretary

1726218 ✓

ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1987 JUL 21 P 4:43 9

~~NOTTINGHAM FOREST SOUTH~~
DECLARATION OF RESTRICTIONS

17⁰⁰ RUBIE M. SCOTT
REGISTER OF DEEDS

BY _____ DEF

THIS DECLARATION, made as of the 20th day of July, 1987, by HANOVER DEVELOPMENT COMPANY II, a Kansas general partnership;

WITNESSETH:

WHEREAS, Hanover Corporation, an affiliate of Hanover Development Company II, has executed and filed with the Register of Deeds of Johnson County, Kansas a plat of the subdivision known as "Nottingham Forest South"; and

WHEREAS, such plat creates the subdivision of Nottingham Forest South, composed of the following described lots, to wit:

Lots 1 through 24 of Block 1 and Lots 1 through 23 of Block 2, Lots 1 through 19 of Block 3 and Lots 1 and 2 of Block 4 of NOTTINGHAM FOREST SOUTH, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, Hanover Development Company II, as the present owner and developer of the above-described lots, desires to place certain restrictions on such lots to preserve and enhance the values, desirability and attractiveness of the development and improvements constructed thereon and to keep the use consistent with the intent of the developer, all of which restrictions shall be for the use and benefit of Hanover Development Company II and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises, Hanover Development Company II, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definition of Terms Used. For purposes of this Declaration, the following definitions shall apply:

(a) The term "Lot" shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer,

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owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

(b) The term "District" shall mean all of the above-described lots in Nottingham Forest South, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(c) The term "Developer" shall mean and refer to Hanover Development Company II, a Kansas general partnership, and its successors and assigns.

(d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(e) The term "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments, berms and other similar ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, including an approximate 20 foot wide landscape easement along Antioch Street as shown on the plat of Nottingham Forest South, and (iv) all other similar areas and places, together with all improvements thereon and thereto (including any swimming pool, tennis courts, clubhouse or similar recreational facilities that may be constructed or erected), the use, benefit or enjoyment thereof is intended for all of the Owners within the District, whether or not any "Common Area" is located on any Lot.

(f) The term "street" shall mean any public street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

(g) The term "Homes Association" shall mean the Kansas not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the District.

(h) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(i) The term "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by

in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or instrument in lieu thereof in its discretion at any time and for any limited purpose hereunder.

(j) The term "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Homes Association.

(k) The term "Architectural Committee" shall mean (i) prior to January 1, 1989, the Developer and (ii) on and after January 1, 1989, a committee comprised of at least five members of the Homes Association who shall be appointed by the Board in an impartial manner from the Homes Association members who indicate a willingness to serve on the committee.

(l) The term "Board" shall mean the Board of Directors of the Homes Association.

2. Use of Land. None of the Lots may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any Lot. No trailer or outbuilding erected on any Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected on any of such Lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from erecting temporary buildings and using such temporary buildings or any residence for model, office, sales or storage purposes during the development of the District.

3. Building Material Requirements. Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, wood siding, batt siding, wood paneling, plate glass, or any combination thereof. All windows shall be constructed of glass, wood, metal clad and wood laminate; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass. All exterior doors shall be functional. Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes or slate. Flat roofs, or roofs with a pitch of less than three inches per foot, shall be covered with tin, wood shingles, wood shakes, asbestos shingles or slate. Any building products that may come into general usage for dwelling construction of

comparable quality and style in the area after the date hereof shall be acceptable if approved in writing by the Developer. All wood exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain. No building shall be permitted to stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure. No "earth" homes shall be permitted. No driveway shall be constructed in such a manner as to permit access to a street across a rear lot line.

4. Minimum Floor Area. No residence shall be constructed upon any Lot in the District unless it has a total finished floor area of not less than 2,600 square feet. The Developer, in its discretion, may allow variances from the foregoing square footage requirement. All floor areas shall be determined exclusive of any porches, garages, attics and basement areas, whether finished or unfinished.

5. Approval of Plans and Post-Construction Changes.

(a) No residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof have been submitted to and approved in writing by the Developer, or in the case of Exterior Structures as provided in Section 8 below, the Architectural Committee. Nor shall any change or alteration in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof be made until such change or alteration has been submitted to and approved in writing by the Approving Party. All building plans and plot plans shall be designed to minimize the removal of existing trees and shall designate those trees to be removed.

(b) Following the completion of construction of any residence or Exterior Structure, no exterior colors or landscaping thereof or with respect thereto shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Approving Party. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Approving Party.

6. Set Backs. No building, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections, shall be closer to any

street than the building setback lines, if any, shown on the plat.

7. Commencement and Completion of Construction.

Unless the following time periods are expressly extended by the Developer in writing, construction of the residential building on a Lot shall be commenced within six months following the date of delivery of a warranty deed from the Developer to the purchaser of such Lot and shall be completed within six months after such commencement. In the event such construction is not commenced within such six month period (or extension thereof), the Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Architectural Committee, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below; provided, however, that the approval of the Architectural Committee shall not be required for any deck, gazebo or similar Exterior Structure that has been specifically approved by the Developer as part of the residential construction plans approved by the Developer and has been built in accordance with such approved plans.

(b) (i) All residential fences and privacy screens (other than those installed by the Developer) shall be consistent with the standard designs, heights and materials to be selected by the Architectural Committee. All fences shall be constructed with the finished side out. No metal (other than wrought iron), chain link or similar fence or privacy screen shall be permitted. No fence shall extend toward the front of the residence beyond the rear corners of the residence.

(ii) All basketball goals shall be free standing and not attached to the residence unless the Architectural Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Committee. All backboards shall be clear or painted white and all poles shall be a neutral color. There shall be only one basketball goal per Lot. The Architectural Committee shall have the right to establish reasonable rules regarding the hours

of use of basketball goals and any such rules shall be binding upon all of the Lots.

(iii) All recreational or play structures (other than basketball goals) shall be located behind the back building line of the residence.

(iv) No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced. All pools and hot tubs shall be kept clean and maintained in operable condition.

(v) All outside doghouses and other animal shelters and runs shall be located in the back yard, shall be up against or within two feet of the residence, shall be painted the same color as the residence and shall have roofs that are compatible with the residence.

(vi) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City of Overland Park, Kansas.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No vehicle, trailer, bus, camper, boat or similar apparatus shall be parked, left or stored in any yard. No truck or commercial vehicle shall be parked, left or stored in any driveway or street for more than an eight-hour period. No trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any driveway or street for more than a 24-hour period. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible. Motorized vehicles shall not be operated on any Lot or Common Area, other than in the street.

(d) No television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No garage sales, sample sales or similar activities shall be held within the District without the written consent of the Approving Party.

(g) No mailbox or standard therefor shall be erected or installed without the prior approval of style, material, construction, and location being granted by the Approving Party.

(h) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

(i) All public utilities shall be underground.

(j) In the event of vandalism, fire, windstorm or other damage, no buildings shall be permitted to remain in damaged condition for longer than three months.

(k) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any yard. Storage shall be permitted under a deck provided such area is fenced or otherwise screened.

(l) No fuel storage tanks of any kinds shall be permitted.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. In no event, however, shall more than three dogs or cats, or combination thereof, be raised kept or maintained on any Lot.

11. Landscaping and Lawns. Prior to occupancy, and in all events within five months after commencement of construction, all lawns, including all areas between each residential building and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave a portion of the Lot as a natural area with the express written permission of the Developer. Prior to occupancy, and in all events within five months following commencement of construction of the residence, the Owner thereof shall expend a minimum of \$500 for landscaping that portion of the Lot between the street and the front building line of the residence. No lawn shall be planted with zoysia grass. All vegetable gardens shall be located in the back yard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping.

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on the recorded plat of the District or any Common Area. All utility easements and rights-of-way shall inure *to the benefit of all utility companies, including, without limitation, the Johnson County Unified Wastewater District, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all Owners in the *District and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns and the Homes Association and its successors and assigns, an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Homes Association and maintaining any Common Area.

No water from any roof, downspout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line; nor shall any other connection of any kind be made to a sewer line without the prior written approval of the Developer.

13. Common Areas.

(a) The Developer and its successors, assigns, and grantees, as Owners of Lots in the District, shall have the right

and easement of enjoyment in and to all of the Common Areas, but only for the intended use, and such easement shall be appurtenant to, and shall automatically pass with, the title to each Lot.

(b) Developer covenants and agrees to convey title to or its interest in the Common Areas (except any part thereof that is within any Lot or outside of the District) to the Homes Association, without any cost to the Homes Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion. The Homes Association shall at all times be responsible for the proper maintenance of all Common Areas, except any part thereof that is within any Lot.

(c) The ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

(e) Any gates or similar security facilities that may be installed as or in a Common Area shall be constructed and operated in a manner so as to permit access at all times by emergency vehicles.

(f) The Developer and the Homes Association shall have the right to make additional rules, regulations and restrictions pertaining to the use of any Common Area.

14. Architectural Committee.

(a) If possible, no more than two Architectural Committee members shall be from any one particular plat located within the subdivision of Nottingham Forest South and no more than two members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee shall be divided into two classes with staggered two-year terms. No committee member shall serve for more than two consecutive terms (a full term being defined as 18 or more months). The foregoing provisions shall not apply until after January 1, 1989.

(b) The Architectural Committee shall meet at least once each calendar month to consider applications with respect to Exterior Structures. Any application that is not acted upon by the Architectural Committee within 45 days of the date on which it is filed shall be deemed to have been approved. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act of

decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon applications that have been submitted to it for approval with respect to Exterior Structures. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Nottingham Forest South neighborhood, including, without limitation, the plans, specifications, exterior colors, materials, location, elevation, landscaping and use of the proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain guidelines and conditions that it intends to follow in making its decisions.

(d) After January 1, 1989, any applicant who is dissatisfied with the decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within 15 days of the date the Architectural Committee renders its decision. Any decision rendered by the Board on appeal shall be final and conclusively binding on the applicant.

15. No Liability for Approval or Disapproval. Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary approval, disapproval or failure to approve any matter submitted for approval, for the adoption of any rules, regulations or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration.

16. Covenants Running with Land; Enforcement. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its or his seizin of title to such Lots; provided, however, that the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, and all other Owners of any of the Lots and the Homes Association, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

17. Assignment of Developer's Rights. The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

18. Release or Modification of Restrictions. The provisions of this Declaration shall remain in full force and effect until December 31, 2017 and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the then Owners of a majority of the Lots may release the District, or any part thereof, from all or part of such provisions as of December 31, 2017, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of a majority of the Lots (excluding those owned by the Developer) and (b) the Developer, or its successors and assigns.

19. Extension of District. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof;

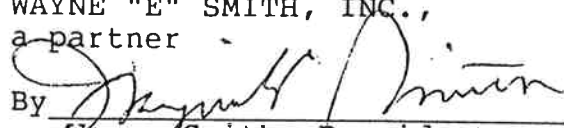
provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

20. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

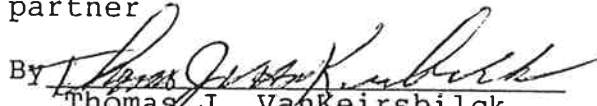
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed the day and year first written above.

HANOVER DEVELOPMENT COMPANY II,
a Kansas general partnership

By: WAYNE "E" SMITH, INC.,
a partner

By 
Wayne Smith, President

By: VANKEIRSBILCK CONTRACTING CO.,
INC. (successor by merger to
Tom Van Construction, Inc.), a
partner

By 
Thomas J. VanKeirsbilck,
President

By: 
R.A. AKERS, a partner

By: CYRIL VANKEIRSBILCK TRUST
dated May 28, 1986, a partner

By 
Cyril VanKeirsbilck, Trustee

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 20 day of July, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wayne "E" Smith, President of Wayne "E" Smith, Inc., a Kansas corporation, Thomas J. VanKeirsbilck, President of VanKeirsbilck Contracting Co., Inc., a Kansas corporation, R.A. Akers, an individual, and Cyril VanKeirsbilck, Trustee of the Cyril VanKeirsbilck Trust, who are personally known to be such officers, individual and fiduciary, and who are personally known to me to be the same persons who executed, as such officers, individual and fiduciary, the within instrument on behalf of said corporations, trust and on their own behalves, in their capacities as partners in and on behalf of Hanover Development Company II, a Kansas general partnership, and in their personal, corporate and fiduciary capacities, and such persons duly acknowledged the execution of the same to be the act and deed of said corporations, trust, individual and partnership.

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

CAROL J. HAMILTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires Sept. 29, 1990

Carol J. Hamilton
Notary Public

CAROL J. HAMILTON
Print or Type Name

My commission expires:

September 29, 1990

OLD REPUBLIC TITLE COMPANY OF
KANSAS
110 SOUTH MAIN ST. STE. 103
CLATHAM COUNTY, KANSAS 66051-1428
9ccom
30-221-5

3205058

9ccom.

FIRST AMENDMENT TO
NOTTINGHAM FOREST SOUTH DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT (the "Amendment") is made and entered into as of the 22nd day of January, 2001 by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners") and NOTTINGHAM FOREST SOUTH HOMES ASSOCIATION, INC., a Kansas non-profit corporation (the "Homeowner's Association").

WITNESSETH:

WHEREAS, HANOVER DEVELOPMENT COMPANY II ("Hanover"), as developer of the lots described below, has previously executed a certain Nottingham Forest South Declaration of Restrictions and caused such document (the "Declaration") to be recorded in the office of the Register of Deeds of Johnson County, Kansas on July 21, 1987 as Instrument No. 1726218 in Volume 2632 at Page 425;

WHEREAS, on January 15, 2001, Hanover irrevocably assigned to the Homeowner's Association, all of Hanover's right to approve or not to approve any amendments to the foregoing Declaration of Restrictions;

WHEREAS, the Declaration places restrictions upon the following described real property:

Lots 1 through 24 of Block 1 and Lots 1 through 23 of Block 2, Lots 1 through 19 of Block 3 and Lots 1 and 2 of Block 4 of NOTTINGHAM FOREST SOUTH, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the Owners and Homeowner's Association desires to amend and clarify certain provisions of the Declaration in the manner set forth herein pertaining to the use of certain types of roofing materials that are governed by Ordinance No. BC-2167 adopted by the Governing Body of the City of Overland Park, Kansas and to allow the regulation of the colors, styles, dimensions or other aesthetic factors of roofing materials that may be allowed on homes constructed on the Lots.

NOW, THEREFORE, the parties hereto agree as follows:

1. It is the specific intent and purpose of this Amendment to implement Ordinance No. BC-2167 by allowing the use of composite, slate, tile, clay, concrete and other specified roofing materials as required by law, and to establish a mechanism to regulate the aesthetic factors of such additional roofing materials to ensure that they are compatible with existing and future wood shingle or wood shake shingle roofs that may be constructed or reconstructed on dwellings located on the Lots.

2. Section 3 is hereby deleted in its entirety and replaced with the following:

“3. Building Material Requirements.

(a) Exterior walls of all buildings, structures and appurtenances thereto shall be of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass blocks or any combination thereof. Windows, doors and louvers shall be of wood and glass. All wood exteriors, except roofs and shake side walls, shall be covered with not less than two (2) coats of high quality paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction, except shake side walls. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. All exterior basement foundation walls which are exposed in excess of twelve (12) inches above final grade shall be painted the same color as the house or covered with siding compatible with the structure.

(b) Roofs with a pitch of three (3) inches or more per foot shall be covered with wood shingles, wood shakes, composite shingles, slate, tile, clay or concrete. In addition, flat roofs, or roofs with a pitch of less than three (3) inches per foot, may be covered with tin, built up asphalt, or composite shingles. All roofing materials other than wood shingles or wood shakes shall be entirely “Weathered Wood” in color. Tile, clay and concrete roofing materials shall be permitted only if the materials are composed 100% of tile, clay or concrete, respectively. Composite shingles shall be permitted only if they meet the following requirements:

(i) Except as set forth in subsection (c), the only composite shingles permitted shall be Celotex Presidential Shake or PPI Virtual Shake, designed to replicate the beauty of natural materials, constructed of a thickness, rich texture and multi-dimensional design that creates shadow lines or relief which imitate a wood shingle or shake in appearance.

(ii) Composite shingles must be installed with metal valleys and flashing.

(iii) Composite shingles must be installed with pre-formed ridge shingles.

(iv) Composite shingles must be placed on solid roof decking made of a minimum ½" CDX or 7/16" OSB or better grade plywood.

(v) Composite shingles must be Class C fire rated and have a warranty for forty (40) years or more.

(c) In the event Celotex Presidential Shake or PPI Virtual Shake shall become unavailable as composite roofing material, the Architectural Committee shall, within thirty (30) days of its receipt of notice that such roofing materials are not available, designate one substitute material consistent with the requirements set forth in subsection (b), whereupon no other composite material shall be permitted pursuant to the terms of this Declaration. In the event the Architectural Committee fails to designate substitute composite roofing materials, an Owner may seek to obtain written approval from the Architectural Committee to utilize other composite roofing material consistent with the requirements set forth in subsection (b). The Architectural Committee shall have the right to regulate the colors, styles, dimensions or other aesthetic factors of such substitute composite roofing materials which are consistent with the requirements set forth in subsection (b).”

3. Section 5(b) is hereby modified by deleting the last sentence thereof and inserting in its place the following:

“All replacements of all or any portions of a structure because of age, casualty loss or other reason including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Approving Party; provided, however, roofs may also be of those materials permitted under Section 3 hereof. All replacements of all or any portions of a structure including, without limitation, roofs and siding, shall also require the written approval of the Architectural Committee.”

4. All roofing materials in place on or before March 10, 2000 are approved. and shall not be subject to the restrictions set forth herein in the Declaration.

5. Invalidation of any of the provisions set forth in this Amendment, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect the other provisions, or any part thereof, but they shall remain in full force and effect.

6. Except as otherwise expressly modified or amended hereby, the Declaration, as amended, shall remain in full force and effect.

7. The execution of this Amendment may occur in counterparts with only one (1) copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterpart.

OLD REPUBLIC TITLE COMPANY OF
KANSAS CITY, MO.
110 SOUTH G. ST., STE. 103
PLATTE COUNTY, MO 64051-1431
accam 30-001-5

3205059

accam

SECOND AMENDMENT TO
NOTTINGHAM FOREST SOUTH DECLARATION OF RESTRICTIONS

THIS SECOND AMENDMENT (the "Second Amendment") is made and entered into as of the 2nd day of January, 2001 by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners") and NOTTINGHAM FOREST SOUTH HOMES ASSOCIATION INC., a Kansas non-profit corporation (the "Homeowner's Association").

WITNESSETH:

WHEREAS, HANOVER DEVELOPMENT COMPANY II ("Hanover"), as developer of the lots described below, has previously executed a certain Nottingham Forest South Declaration of Restrictions and caused such document (the "Declaration") to be recorded in the office of the Register of Deeds of Johnson County, Kansas on July 21, 1987 as Instrument No. 1726218 in Volume 2632 at Page 425;

WHEREAS, on January 15, 2001, Hanover irrevocably assigned to the Homeowner's Association, all of Hanover's right to approve or not to approve any amendments to the foregoing Declaration of Restrictions;

WHEREAS, the Declaration places restrictions upon the following described real property:

Lots 1 through 24 of Block 1 and Lots 1 through 23 of Block 2, Lots 1 through 19 of Block 3 and Lots 1 and 2 of Block 4 of NOTTINGHAM FOREST SOUTH, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the Declaration was amended by a First Amendment to Nottingham Forest South Declaration of Restrictions dated of even date herewith, which will be recorded in the Office of the Register of Deeds of Johnson County, Kansas; and

WHEREAS, the Owners and Homeowner's Association desires to further amend and clarify certain provisions of the Declaration in the manner set forth herein pertaining to the use and location of certain types of fencing materials and to allow the regulation of the location, colors, styles, dimensions or other aesthetic factors of fencing materials that may be allowed on the Lots.

NOW, THEREFORE, the parties hereto agree as follows:

1. It is the specific intent and purpose of this Amendment to establish a mechanism to regulate the aesthetic factors and placement of fencing materials that may be erected or re-erected on the Lots.

2. Section 8 Exterior Structures, subsection (b)(i) is hereby modified by deleting the first sentence thereof in its entirety and replace it with the following: "All residential fences and privacy screens (other than those installed by the Developer) shall be consistent with the standard designs, heights and materials to be selected by the Architectural Committee and shall also be in compliance with the restrictions set forth in this Declaration." In addition, the following are hereby added at the end of Section 8 Exterior Structures, subsection (b)(i) as follows: "The maximum height of a fence shall be four (4) feet and the maximum height of a privacy screen for a pool or hot tub shall be six (6) feet. No stockade fence or fences (other than wrought iron) shall be approved. Perimeter fences shall be of the picket design with a minimum space between pickets of at least fifty (50%) percent of the width of the picket used in the fence. Fences shall be constructed along lot lines. Privacy screens shall be next to the pool deck or a reasonable distance from the pool or hot tub, as determined by the Architectural Committee. Fence posts must be on the inside of the fence or privacy screen. All fences along Antioch and the private drive leading to the subdivision clubhouse must be wrought iron which is consistent with the wrought iron fences existing at the time of this Second Amendment. Fences must meet and connect to any existing fences on adjacent lots. Only natural wood colored stains and shellac shall be permitted on fences and privacy screens and no colorful paints or stains shall be permitted with the exception of wrought iron which must be black."

3. Section 8 Exterior Structures, subsection (b)(v) is hereby modified to delete: "... and runs" ... therefrom. It being the intent of this Second Amendment to prohibit outdoor dog or animal runs; provided, however, doghouses and other animal shelters shall be permitted so long as they comply with the terms of this Declaration and have a roof over the entire doghouse or animal shelter.

4. All fencing materials, dog runs and animal shelters in place on or before March 10, 2000 shall not be subject to the restrictions set forth in this Second Amendment; provided, however, in the event any Owner shall replace more than one-third (1/3) of the fencing materials, dog run or animal shelter on a Lot which do not conform with the requirements of this Second Amendment, then the Owner shall be obligated to install fencing or other materials which do conform with the terms of this Second Amendment.

5. Invalidation of any of the provisions set forth in this Amendment, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect the other provisions, or any part thereof, but they shall remain in full force and effect.

6. Except as otherwise expressly modified or amended hereby, the Declaration, as amended, shall remain in full force and effect.

7. The execution of this Amendment may occur in counterparts with only one (1) copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterpart.

ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1790795 ✓

18

1988 MAY 16 P 3:56 I

NOTTINGTON
DECLARATION OF RESTRICTIONS

RUBIE M. SCOTT
REGISTER OF DEEDS

BY _____ DEF

THIS DECLARATION, made as of the 11 day of May, 1988,
by HANOVER DEVELOPMENT COMPANY II, a Kansas general partnership
("Hanover");

WITNESSETH:

WHEREAS, Hanover Development Company II has executed
and filed with the Register of Deeds of Johnson County, Kansas, a
plat of the subdivision known as "Nottingham"; and

WHEREAS, such plat creates the subdivision of
Nottingham, composed of the following described lots and tracts,
to-wit:

Lots 1 through 47 of Block 1, Lots 1 through 19 of
Block 2, Lots 1 and 2 of Block 3, and Tracts A and
B of NOTTINGTON, a subdivision in the City of
Overland Park, Johnson County, Kansas, according
to the recorded plat thereof;

and

WHEREAS, Hanover Development Company II, as the present
owner and developer of the above-described lots and tracts,
desires to place certain restrictions on such lots to preserve
and enhance the values, desirability and attractiveness of the
development and improvements constructed thereon and to keep the
use consistent with the intent of the developer, all of which
restrictions shall be for the use and benefit of Hanover
Development Company II and its future grantees, successors and
assigns;

NOW, THEREFORE, in consideration of the premises,
Hanover Development Company II, for itself and for its successors
and assigns, and for its future grantees, hereby agrees and
declares that all of the above-described lots shall be, and they
hereby are, restricted as to their use and otherwise in the
manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the
following definitions shall apply:

(a) The term "Lot" shall mean any lot as shown as a
separate lot on any recorded plat of all or part of the District;
provided, however, that if an Owner, other than the Developer,
owns all or part of one or more adjacent lots upon which only one
residence has been, is being, or will be erected, then such

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adjacent property under common ownership shall be deemed to constitute only one "Lot."

(b) The term "District" shall mean all of the above-described lots in Nottingham, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(c) The term "Developer" shall mean and refer to Hanover Development Company II, a Kansas general partnership, and its successors and assigns.

(d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(e) The term "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments, berms and other similar ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, (iv) Tracts A and B of Nottingham and (v) all other similar areas and places, together with all improvements thereon and thereto (including any swimming pool, tennis courts, clubhouse or similar recreational facilities that may be constructed or erected) the use, benefit or enjoyment thereof is intended for all of the Owners within the District, whether or not any "Common Area" is located on any Lot.

(f) The term "street" shall mean any public street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

(g) The term "Homes Association" shall mean the Kansas not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the District.

(h) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(i) The term "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion,

substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its discretion at any time and for any limited purpose hereunder.

(j) The term "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Homes Association.

(k) The term "Architectural Committee," for purposes of certain Exterior Structures as provided in Section 8 below, shall mean (i) prior to July 1, 1990, the Developer (or its designees) and (ii) on and after July 1, 1990, a committee comprised of at least three members of the Homes Association who shall be appointed by the Board in an impartial manner from the Homes Association members who indicate a willingness to serve on the committee.

(l) The term "Board" shall mean the Board of Directors of the Homes Association.

2. Use of Land. None of the Lots may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any Lot. No "earth" homes shall be permitted. No trailer or outbuilding erected on any Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected on any of such Lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from erecting temporary buildings and using such temporary buildings or any residence for model, office, sales or storage purposes during the development of the District.

3. Building Material Requirements. Exterior walls of all residences and all appurtenances thereto shall be of stucco, stucco board, brick, stone, wood shingles, wood siding, batt siding, wood paneling, plate glass, masonite, glass blocks or any combination thereof, or such other materials as may be deemed by the Developer in writing to be compatible therewith. All windows shall be constructed of glass, wood, metal clad and wood laminate, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of

wood, metal clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof. All exterior doors shall be functional. Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes or slate. Flat roofs, or roofs with a pitch of less than three inches per foot, shall be covered with tin, built up asphalt, wood shingles, wood shakes, asbestos shingles or slate. Any building products that may be or come into general usage for dwelling construction of comparable quality and style in the area shall be acceptable if approved in writing by the Approving Party. All wood exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain. No building shall be permitted to stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure.

4. Minimum Floor Area. No residence shall be constructed upon any Lot in the District unless it has a total finished floor area of not less than 1,800 square feet. The Developer, in its discretion, may allow variances under the foregoing minimum square footage requirement. All floor areas shall be determined exclusive of any porches, garages, attics and basement areas, whether finished or unfinished.

5. Approval of Plans and Post-Construction Changes.

(a) Notwithstanding compliance with the provisions of Section 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Developer, or in the case of Exterior Structures as provided in Section 8 below, the Architectural Committee. Nor shall any change or alteration in such building plans, specifications, materials, location, elevations, grading plans, landscaping plans or exterior color scheme thereof be made until such change or alteration has been submitted to and approved in writing by the Approving Party. All building plans and plot plans shall be designed to minimize the removal of existing trees, shall designate those trees to be removed and shall protect those trees that are to remain.

(b) Following the completion of construction of any residence or Exterior Structure, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Developer or the Architectural Committee, as the case may be. All replacements of all or any portions of a structure because of

age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Approving Party.

(c) All final grading of any Lot shall be in accordance with the master grading plan approved by the City of Overland Park. No changes in the final grading of any Lot shall be made without the written approval of the Approving Party and, if necessary, the City.

6. Set Backs. No building, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections, shall be located closer to any street than the building setback lines, if any, shown on the plat; provided, however, that the Developer, in its discretion, may waive or alter any such building setback lines to the extent they are greater than the minimum setbacks required by the City of Overland Park, Kansas.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residential building on a Lot shall be commenced within six months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within six months after such commencement. In the event such construction is not commenced within such six month period (or extension thereof), the Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Architectural Committee, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below; provided, however, that the approval of the Architectural Committee shall not be required for any Exterior Structure erected by or at the request of the Developer or any Exterior Structure that has been specifically approved by the Developer prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer and has been built in accordance with such approved plans.

(b) (i) All residential fences and privacy screens (other than any installed by the Developer) shall be consistent with the standard designs, heights

and materials to be selected by the Developer or the Architectural Committee. All fences and privacy screens shall be constructed with the finished side out. No metal (other than wrought iron or other ornamental), chain link or similar fence or privacy screen shall be permitted. No fence or privacy screen shall extend toward the front of the residence beyond the rear corners of the residence.

(ii) All basketball goals shall be free standing and not attached to the residence unless the Architectural Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Committee. All backboards shall be clear or painted white and all poles shall be a neutral color. There shall be only one basketball goal per Lot. The Architectural Committee shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots.

(iii) All recreational or play structures (other than basketball goals) shall be located behind the back building line of the residence.

(iv) No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition.

(v) All outside doghouses and other animal shelters or runs shall be located in the back yard, shall be up against or within two feet of the residence, shall be painted (where appropriate) the same color as the residence and shall have roofs (where appropriate) that are compatible with the residence.

(vi) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence

in accordance with the applicable ordinances of the City of Overland Park, Kansas.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No vehicle, trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any yard. No truck or commercial vehicle shall be parked, left or stored in any driveway or street for more than an eight-hour period. No trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any driveway or street for more than a 24-hour period. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible. Motorized vehicles shall not be operated on any Lot or Common Area, other than in the street.

(d) No television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No garage sales, sample sales or similar activities shall be held within the District without the written consent of the Approving Party.

(g) No mailbox or standard therefor shall be erected or installed without the prior approval of style, material, construction, and location being granted by the Approving Party.

(h) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

(i) All residential service utilities shall be underground.

(j) In the event of vandalism, fire, windstorm or other damage, no buildings shall be permitted to remain in damaged condition for longer than three months.

(k) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any yard. Storage shall be permitted under a deck provided such area is fenced or otherwise screened.

(l) No fuel storage tanks of any kind shall be permitted.

(m) No driveway shall be constructed in a manner as to permit access to a street across a rear lot line.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. Subject to any more restrictive law or ordinance, in no event shall more than three dogs or cats, or combination thereof, be raised kept or maintained on any Lot.

11. Landscaping and Lawns. Prior to occupancy, and in all events within five months after commencement of construction, all lawns, including all areas between each residential building and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave a portion of the Lot as a natural area with the express written permission of the Developer. No lawn shall be planted with zoysia grass. Prior to occupancy, and in all events within five months following commencement of construction of the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the District and in accordance with the plans approved by the Developer. All vegetable gardens shall be located in the back yard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping.

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other

utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on the recorded plat of the District or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, including, without limitation, the Johnson County Unified Wastewater District, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners in the District and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Homes Association and maintaining any Common Area.

No water from any roof, downspout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line.

13. Common Areas.

(a) The Developer and its successors, assigns, and grantees, as Owners of Lots in the District, shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use. Such right and easement shall be appurtenant to, and shall automatically pass with, the title to each Lot and shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto.

(b) The Developer covenants and agrees to convey all of its rights, title and interest in the Common Areas (except any part thereof that is within any Lot or outside of the District) to the Homes Association, without any cost to the Homes Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion. The Homes Association shall at all times be responsible for the proper maintenance of all Common Areas, except any part thereof that is within any Lot.

(c) The ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

(e) Any gates or similar security facilities that may be installed as or in a Common Area shall be constructed and operated in a manner so as to permit access at all times by emergency vehicles.

(f) The Developer and the Homes Association shall have the right to make additional rules, regulations and restrictions pertaining to the use of any Common Area.

14. Architectural Committee.

(a) If possible, no more than two Architectural Committee members shall be from any one particular plat located within the subdivision of Nottingham and no more than two members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee shall be divided into two classes with staggered two-year terms. No committee member shall serve for more than two consecutive terms (a full term being defined as 18 or more months). The provisions of this subsection (a) shall not apply until after July 1, 1990. Until such date, the Developer shall serve as the Architectural Committee.

(b) The Architectural Committee shall meet at least once each calendar month to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above. Any application that is not acted upon by the Architectural Committee within 45 days of the date on which it is filed shall be deemed to have been approved. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon applications that have been submitted to it for approval with respect to Exterior Structures. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Nottingham neighborhood, including, without limitation, the plans, specifications, exterior colors, materials, location, elevation, landscaping and use of the proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain guidelines and conditions that it intends to follow in making its decisions.

(d) After July 1, 1990, any applicant who is dissatisfied with the decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within 15 days of the date the Architectural Committee renders its decision. Any decision rendered by the Board on appeal shall be final and conclusively binding on the applicant.

15. No Liability for Approval or Disapproval. Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary approval, disapproval or failure to approve any matter submitted for approval, for the adoption of any rules, regulations or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration.

16. Covenants Running with Land; Enforcement. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its or his seizin of title to such Lots; provided, however, that the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, and all other Owners of any of the Lots and the Homes Association, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

17. Assignment of Developer's Rights. The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and

responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

18. Release or Modification of Restrictions. The provisions of this Declaration shall remain in full force and effect until December 31, 2018, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the then Owners of a majority of the Lots may release the District, or any part thereof, from all or part of such provisions as of December 31, 2018, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of a majority of the Lots (excluding those owned by the Developer) and (b) the Developer, or its successors and assigns.

19. Extension of District. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to the streets) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

20. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

HANOVER DEVELOPMENT COMPANY II,
a Kansas general partnership

By: WAYNE "E" SMITH, INC.,
a partner

By: *Wayne E. Smith*
Wayne "E" Smith, President

By: VAN KEIRSBILCK CONTRACTING CO.,
INC., a partner

By: *Thomas J. Van Keirsbilck*
Thomas J. Van Keirsbilck,
President

By: *R.A. Akers*
R.A. Akers, a partner

By: CYRIL VANKEIRSBILCK TRUST
dated May 28, 1986, a partner

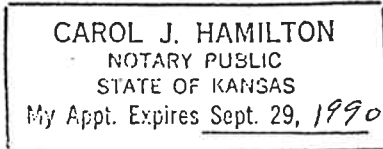
By: *Cyril Van Keirsbilck Trustee*
Cyril VanKeirsbilck, Trustee

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 11 day of May, 1988, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wayne "E" Smith, President of Wayne "E" Smith, Inc., a Kansas corporation, Thomas J. Van Keirsbilck, President of Van Keirsbilck Contracting Co., Inc., a Kansas corporation, R. A. Akers, an individual, and Cyril Van Keirsbilck, Trustee of the Cyril Van Keirsbilck Trust, who are personally known to me to be such officers, individuals and fiduciary, and who are personally known to me to be the same persons who executed, as such officers, individuals and fiduciary, the within instrument on behalf of said corporations, trust and on their own behalves,

in their capacities as partners in and on behalf of Hanover Development Company II, a Kansas general partnership, and in their personal, corporate and fiduciary capacities, and such persons duly acknowledged the execution of the same to be the act and deed of said corporations, trust, individual and partnership.

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



Carol J. Hamilton
Notary Public

CAROL J. HAMILTON
Print or Type Name

My commission expires:

September 29, 1990

This instrument filed by
Security Land Title Company

2251173

146⁰⁰

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

93 MAY 25 P 4:27.0

SARA F. ULLMANN
REGISTER OF DEEDS

Accom

AMENDMENT TO
NOTTINGTON DECLARATION OF RESTRICTIONS
AND
NOTTINGTON HOMES ASSOCIATION DECLARATION

THIS AMENDMENT ("Amendment") is made and entered into by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners") and Hanover Development Company II, as the developer of the lots described below (the "Developer");

WITNESSETH:

WHEREAS, the Developer is the developer of the residential subdivision in Overland Park, Kansas commonly known as "Nottingham"; and

WHEREAS, the Developer has previously executed a certain Nottingham Homes Association Declaration and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas on May 16, 1988, as Instrument No. 1790796 in Volume 2791 at Page 186; and

WHEREAS, the Developer has supplemented such Nottingham Homes Association Declaration by executing additional documents to add additional lots and common area tracts to the coverage thereof and causing such additional documents to be recorded in the Office of the Register of Deeds of Johnson County, Kansas as follows:

Plat of Nottingham	Recording Date	Instrument No.	Volume	Page
Second Plat	1/16/90	1920667	3110	783
Third Plat	8/15/89	1888592	3034	491
Fourth Plat	6/18/92	2135607	3631	452

(the original Nottingham Homes Association Declaration and the foregoing supplementary documents are hereinafter collectively referred to as the "Homes Association Declaration"); and

WHEREAS, the Developer has previously executed a certain Nottingham Declaration of Restrictions and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas on May 16, 1988 as Instrument No. 1790795 in Volume 2791 at Page 172; and

WHEREAS, the Developer has supplemented such Nottingham Declaration of Restrictions by executing additional documents to add additional lots and common area tracts to the coverage thereof and causing such additional documents to be recorded in the Office of the Register of Deeds of Johnson County, Kansas as follows:

Plat of Nottingham	Recording Date	Instrument No.	Volume	Page
Second Plat	1/16/90	1920668	3110	786
Third Plat	8/15/89	1888591	3034	488
Fourth Plat	6/18/92	2135608	3631	454

(the original Nottingham Declaration of Restrictions and the foregoing supplementary documents are hereinafter collectively referred to as the "Declaration of Restrictions"); and

WHEREAS, the Homes Association Declaration and the Declaration of Restrictions place certain obligations and restrictions upon the following described residential lots (the "Nottingham Lots"):

Lots 1 through 31 and 36 through 47 of Block 1, Lots 1 through 19 of Block 2, Lots 1 and 2 of Block 3, of NOTTINGTON, a subdivision in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

Lots 62 through 70 of Block 1, NOTTINGTON, THIRD PLAT, a subdivision in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof (being a replat, in part, of lots 32 through 35 of Block 1 of NOTTINGTON).

Lots 20 through 25 of Block 2, Lots 3 through 18 of Block 3, and Lots 1 through 5 of Block 5, of NOTTINGTON, FOURTH PLAT, a subdivision in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the parties desire to unify the designated homes association for the Nottingham subdivision, being Nottingham Homes Association, Inc., with the designated homes association for the adjacent Nottingham Forest South subdivision, being Nottingham Forest South Homes Association, Inc., so that Nottingham Forest South Homes Association, Inc. becomes the designated homes association for all lots in both subdivisions, including the Nottingham Lots; and

WHEREAS, as part of the process for such unification, the Developer has previously executed a Nottingham Forest South Homes Association Declaration (Nottingham) (the "Nottingham Supplement") and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas on April 23, 1993 as Instrument No. 2238889 in Volume 3907 at Page 78; and

WHEREAS, the Nottingham Supplement seeks to add the Nottingham Lots to the coverage of the Nottingham Forest South Homes Association Declaration previously executed by the Developer and recorded in the Office of the Register of Deeds of Johnson County, Kansas on July 20, 1987 as Instrument No. 1726217 in Volume 2632 at Page 413, but the Nottingham Supplement does not become effective until this Amendment becomes effective; and

WHEREAS, the Owners and the Developer desire (i) to amend and modify the Homes Association Declaration to adopt the Nottingham Forest South Homes Association Declaration as provided in the Nottingham Supplement and (ii) to amend the Declaration of Restrictions to designate Nottingham Forest South Homes Association, Inc. as the homes association for the Nottingham Lots.

NOW, THEREFORE, the parties hereto declare and agree as follows:

1. All references in the Declaration of Restrictions and the Homes Association Declaration to Nottingham Homes Association, Inc. as being the "Homes Association" for the Nottingham Lots are hereby changed to the Nottingham Forest South Homes Association, Inc., a Kansas not-for-profit corporation, and its successors.

2. Articles II through XII and XIV through XVI of the Homes Association Declaration are hereby deleted in their entirety. In place thereof, the corresponding provisions of the Nottingham Forest South Homes Association Declaration and the Nottingham Supplement are hereby incorporated by reference into, and shall become part of, the Homes Association Declaration.

3. In order for the Nottingham Lots to be governed by an Architectural Committee comprised of residents of the Nottingham Lots, Section 1(k) of the Declaration of Restrictions is hereby amended to read in its entirety as follows:

(k) The term "Architectural Committee" shall mean a committee appointed by the Board and comprised of members of the Homes Association who reside in the Lots.

4. Pursuant to Article XIII of the Homes Association Declaration, this Amendment shall become effective as an amendment of the Homes Association Declaration and binding upon all of the Nottingham Lots upon (a) the execution hereof by the owners of record of at least 67 (2/3rds) of the Nottingham Lots, (b) the execution hereof by the Developer and (c) the recordation hereof in the Office of the Register of Deeds of Johnson County, Kansas; provided, however, that, except as

contemplated in Section 7 below, no annual dues shall become payable by the Nottingham Lots to Nottingham Forest South Homes Association, Inc. until calendar year 1994 since the 1993 annual dues are being collected by Nottingham Homes Association, Inc.

5. Pursuant to Section 18 of the Declaration of Restrictions, this Amendment shall become effective as an amendment of the Declaration of Restrictions and binding upon all of the Nottingham Lots upon (a) the execution hereof by the owners of record (excluding the Developer) of at least a majority of the Nottingham Lots not then owned of record by the Developer, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Office of the Register of Deeds, Johnson County, Kansas.

6. Notwithstanding the provision of Section 4 and 5 above, this Amendment shall not become effective unless and until it is effective as an amendment of both the Homes Association Declaration and the Declaration of Restrictions.

7. Upon the effectiveness of this Amendment, the officers and directors of Nottingham Homes Association, Inc. are authorized and directed to transfer all funds, accounts receivable and other assets of Nottingham Homes Association, Inc. to Nottingham Forest South Homes Association, Inc.

8. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts. Following the effective date of this Amendment, Nottingham Forest South Homes Association, Inc. shall mail or deliver to the record owner of each Nottingham Lot a notice containing such effective date.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE DEVELOPER:

Date: April 16, 1993

HANOVER DEVELOPMENT COMPANY II

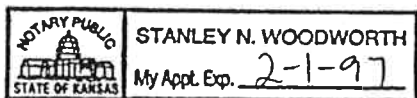
BY: WAYNE "E" SMITH, INC.,
a partner

By: 
Wayne Smith, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 16th day of April, 1993, before me, personally appeared Wayne Smith, to me personally known, who being by me duly sworn did say that he is the President of Wayne "E" Smith, Inc., a Kansas corporation and partner in Hanover Development Company II, a Kansas partnership, and that said instrument was signed on behalf of such corporation, as partner on behalf of such partnership, and he acknowledged said instrument to be the free act and deed of said corporation and partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, at my office in Overland, Park, Kansas, the day and year last above written.



Stanley N. Woodworth
Notary Public

My Commission Expires:

GUARANTEE TITLE
of Johnson County, Inc.

1825723 ✓

STATE OF KANSAS
COUNTY OF JOHNSON JSS
FILED FOR RECORD ✓

1988 OCT -6 P 2: 10.8

17⁰⁰ RUBIE M. SCOTT
REGISTER OF DEEDS

ORIGINAL COMPARED WITH RECORD

VILLAS OF NOTTINGTON
DECLARATION OF RESTRICTIONS

BY _____ DEF

THIS DECLARATION, made as of the 6th day of October, 1988, by HANOVER DEVELOPMENT COMPANY II, a Kansas general partnership ("Hanover");

WITNESSETH:

WHEREAS, Hanover Development Company II has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "Nottingham, Second Plat"; and

WHEREAS, such plat creates the subdivision of Nottingham, Second Plat, composed, in part, of the following described lots and tracts, to-wit:

Lots 1 through 17 of Block 4, Lots 49 through 61 of Block 1 and Tract D of NOTTINGTON, SECOND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, Hanover Development Company II, as the present owner and developer of the above-described lots and tracts, desires to place certain restrictions on such lots to preserve and enhance the values, desirability and attractiveness of the development and improvements constructed thereon and to keep the use consistent with the intent of the developer, all of which restrictions shall be for the use and benefit of Hanover Development Company II and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Hanover Development Company II, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots and tract shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) The term "Lot" shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer, owns all or part of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adja-

cent property under common ownership shall be deemed to constitute only one "Lot."

(b) The term "District" shall mean all of the above-described lots in Nottingham, Second Plat, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(c) The term "Developer" shall mean and refer to Hanover Development Company II, a Kansas general partnership, and its successors and assigns.

(d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(e) The term "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments, berms and other similar ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, (iv) Tract D of Nottingham, Second Plat and (v) all other similar areas and places, together with all improvements thereon and thereto (including any swimming pool, tennis courts, clubhouse or similar recreational facilities that may be constructed or erected) which the use, benefit or enjoyment thereof is intended for all of the Owners within the District, whether or not any "Common Area" is located on any Lot.

(f) The term "street" shall mean any public street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

(g) The term "Homes Association" shall mean the Kansas not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the District.

(h) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(i) The term "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion,

substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its discretion at any time and for any limited purpose hereunder.

(j) The term "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Homes Association.

(k) The term "Architectural Committee," for purposes of certain Exterior Structures as provided in Sections 8 and 9(d) below, shall mean (i) prior to September 1, 1990, the Developer (or its designees from time to time) and (ii) on and after September 1, 1990, a committee comprised of at least three members of the Homes Association who shall be appointed as provided in Section 14(a) below by the Board in an impartial manner from the Homes Association members who indicate a willingness to serve on the committee.

(l) The term "Board" shall mean the Board of Directors of the Homes Association.

2. Use of Land. None of the Lots may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any Lot. No "earth" homes or "prefabricated" or "manufactured" homes shall be permitted. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected, moved onto or maintained upon any of such Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from using temporary buildings or structures or any residence for model, office, sales or storage purposes during the development of the District.

3. Building Material Requirements. Exterior walls of all residences and all appurtenances thereto shall be of stucco, stucco board, brick, stone, wood shingles, wood siding, batt siding, wood paneling, plate glass, masonite, glass blocks or any combination thereof, or such other materials as may be deemed by the Developer in writing to be compatible therewith. All windows shall be constructed of glass, wood, metal clad and wood laminate, or any combination thereof; provided, however, that storm

windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof. All exterior doors shall be functional. Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes or slate. Flat roofs, or roofs with a pitch of less than three inches per foot, shall be covered with tin, built up asphalt, wood shingles, wood shakes, asbestos shingles or slate. Any building products that may be or come into general usage for dwelling construction of comparable quality and style in the area shall be acceptable if approved in writing by the Developer. All wood exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain. No building or applicable Exterior Structure shall be permitted to stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure.

4. Minimum Floor Area. No residence shall be constructed upon any Lot in the District unless it has a total finished floor area of not less than 1,200 square feet, including any finished attics, basements and similar habitable areas. The Developer, in its discretion, may allow variances under the foregoing minimum square footage requirement.

5. Approval of Plans and Post-Construction Changes.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Developer, or in the case of Exterior Structures as provided in Section 8 below, the Architectural Committee. Nor shall any change or alteration in such building plans, specifications, materials, location, elevations, grading plans, landscaping plans or exterior color scheme thereof be made until such change or alteration has been submitted to and approved in writing by the Developer or the Architectural Committee, as the case may be. All building plans and plot plans shall be designed to minimize the removal of existing trees, shall designate those trees to be removed and shall protect those trees that are to remain.

(b) Following the completion of construction of any residence or Exterior Structure, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations shall be made thereto unless and until the changes have been submitted to and approved in writing by the Developer

or the Architectural Committee, as the case may be. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted to and approved in writing by the Developer or the Architectural Committee, as the case may be.

(c) All final grading of any Lot shall be in accordance with the master grading plan approved by the City of Overland Park, Kansas. No changes in the final grading of any Lot shall be made without the written approval of the Approving Party and, if necessary, the City.

6. Set Backs. No residence, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections, or Exterior Structure shall be located closer to any street than the building setback lines, if any, shown on the plat; provided, however, that the Developer or the Architectural Committee, as the case may be, in its discretion, may waive or alter any such building setback lines to the extent they are greater than the minimum setbacks required by the City of Overland Park, Kansas.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within six months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within six months after such commencement. In the event such construction is not commenced within such six month period (or extension thereof), the Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Architectural Committee as to the plans, specifications, materials, location, elevations, landscaping plans and color scheme, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the Architectural Committee shall not be required for any Exterior Structure erected by or at the request of the Developer or any Exterior Structure that has been specifically approved by the Developer prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential

construction plans approved by the Developer and has been built in accordance with such approved plans.

(b) (i) All residential fences and privacy screens (other than any installed by the Developer) shall be consistent with the standard designs, heights and materials to be selected by the Developer or the Architectural Committee. All fences and privacy screens shall be constructed with the finished side out. Except as provided in paragraph (iv) below, no metal (other than wrought iron or other ornamental), chain link or similar fence or privacy screen shall be permitted. Except where specifically authorized by the Developer or the Architectural Committee, no fence or privacy screen shall extend toward the front of the residence beyond the rear corners of the residence.

(ii) All basketball goals shall be free standing and not attached to the residence unless the Architectural Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Committee. All backboards shall be clear or painted white and all poles shall be a neutral color. There shall be only one basketball goal per Lot. The Architectural Committee shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) Except where specifically authorized by the Developer or the Architectural Committee, all recreational or play structures (other than basketball goals) shall be located behind the back building line of the residence.

(iv) No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition.

(v) All outside doghouses and other animal shelters or runs shall be located in the back yard, shall be up against or within two feet of the residence, shall be painted (where appropriate) the same color as the residence and shall have roofs (where appropriate) that are compatible with the residence. Animal shelters or runs may be constructed of metal, chain link or similar fencing so long as a wooden fence of equal or greater height is up against the other fencing and shields the same from the ground view of the public.

(vi) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City of Overland Park, Kansas.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No vehicle, trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any yard. No truck or commercial vehicle shall be parked, left or stored in any driveway or street for more than an eight-hour period. No vehicle in inoperable condition or trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any driveway or street for more than a 24-hour period. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible. Motorized vehicles shall not be operated on any Lot or Common Area, other than in the street.

(d) No television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No garage sales, sample sales or similar activities shall be held within the District without the written consent of the Approving Party.

(g) No mailbox or standard therefor shall be erected or installed without the prior approval of style, material, construction, and location being granted by the Approving Party.

(h) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

(i) All residential service utilities shall be underground.

(j) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three months.

(k) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any yard. Storage shall be permitted under a deck provided such area is fenced or otherwise screened as authorized herein.

(l) No fuel storage tanks of any kind shall be permitted.

(m) No driveway shall be constructed in a manner as to permit access to a street across a rear lot line.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. Subject to any more restrictive law or ordinance, in no event shall more than three dogs or cats, or combination thereof, be raised kept or maintained on any Lot.

11. Landscaping and Lawns. Prior to occupancy, and in all events within five months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the Approving Party. No lawn shall be planted with zoysia grass. Prior to occupancy, and in all events within five months following commencement of construction of the residence,

the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the District and in accordance with the plans approved by the Developer. All vegetable gardens shall be located in the back yard and at least five feet away from the boundary of the Lot. No vegetable garden shall exceed 100 square feet in size except with the prior written consent of the Approving Party. Subject to any maintenance obligations of the Homes Association, the Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping.

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on the recorded plat of the District or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, including, without limitation, the Johnson County Unified Wastewater District, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners in the District and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Homes Association and maintaining any Common Area.

No water from any roof, downspout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line.

13. Common Areas.

(a) The Developer and its successors, assigns, and grantees, as Owners of Lots in the District, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto.

(b) The Developer covenants and agrees to convey all of its rights, title and interest in the Common Areas (except any part thereof that is within any Lot or outside of the District) to the Homes Association, without any cost to the Homes Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion. The Homes Association shall at all times be responsible for the proper maintenance of all Common Areas, except any part thereof that is within any Lot and has not been landscaped or otherwise improved by the Developer or the Homes Association.

(c) The ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

(e) Any gates or similar security facilities that may be installed as or in a Common Area shall be constructed and operated in a manner so as to permit access at all times by emergency vehicles.

(f) The Developer and the Homes Association shall have the right from time to time to make, alter and revoke additional rules, regulations and restrictions pertaining to the use of any Common Area.

14. Architectural Committee.

(a) No more than two members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee shall be divided into two classes with staggered two-year terms. No committee member shall serve for more than two consecutive terms (a full term being defined as 18 or more months). The provisions of this subsection (a) shall not apply until after September 1, 1990. Until such date, the Developer or its specific designees shall serve as the Architectural Committee.

(b) The Architectural Committee shall meet at least once each calendar month to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above. Any application that is not acted upon by the Architectural Committee within 45 days of the date on which it is filed shall be deemed to have been approved. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of

the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon applications that have been submitted to it for approval with respect to Exterior Structures. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the District, including, without limitation, the plans, specifications, exterior colors, materials, location, elevation, landscaping and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain guidelines and conditions that it intends to follow in making its decisions.

(d) After September 1, 1990, any applicant who is dissatisfied with the decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within 15 days of the date the Architectural Committee renders its decision. Any decision rendered by the Board on appeal shall be final and conclusively binding on the applicant.

15. No Liability for Approval or Disapproval. Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

16. Covenants Running with Land; Enforcement. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its or his seizin of title to such Lots; provided, however, that the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, and all other Owners of any of the Lots and the Homes Association, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

17. Assignment of Developer's Rights. The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

18. Release or Modification of Restrictions. The provisions of this Declaration shall remain in full force and effect until December 31, 2018, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the then Owners of a majority of the Lots may release the District, or any part thereof, from all or part of such provisions as of December 31, 2018, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of a majority of the Lots (excluding those owned by the Developer) and (b) the Developer, or its successors and assigns.

19. Extension of District. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to any street or right-of-way) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof;

provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

20. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

HANOVER DEVELOPMENT COMPANY II,
a Kansas general partnership

By: WAYNE "E" SMITH, INC.,
a partner

By: *Wayne E. Smith*
Wayne "E" Smith, President

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 6 day of October, 1988, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wayne "E" Smith, President of Wayne "E" Smith, Inc., a Kansas corporation, who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation in his capacity as a partner in and on behalf of Hanover Development Company II, a Kansas general partnership, and such person duly acknowledged the execution of the same to be the act and deed of said corporation and partnership.

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

CAROL J. HAMILTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires Sept. 29, 1990

Carol J. Hamilton
Notary Public
CAROL J. HAMILTON
Print or Type Name

My commission expires:
SEPTEMBER 29, 1990

This instrument filed by
Security Land Title Company

2251172

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

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AMENDMENT TO
VILLAS OF NOTTINGTON DECLARATION OF RESTRICTIONS
AND
VILLAS OF NOTTINGTON HOMES ASSOCIATION DECLARATION
GUYRA F. ULLMANN
REGISTER OF DEEDS

THIS AMENDMENT ("Amendment") is made and entered into by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners") and Hanover Development Company II, as the developer of the lots described below (the "Developer");

WITNESSETH:

WHEREAS, the Developer is the developer of the residential subdivision in Overland Park, Kansas commonly known as "Villas of Nottingham," which is platted as part of "Nottingham"; and

WHEREAS, the Developer has previously executed a certain Villas of Nottingham Homes Association Declaration and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas on October 6, 1988, as Instrument No. 1825724 in Volume 2878 at Page 366; and

WHEREAS, the Developer has supplemented such Villas of Nottingham Homes Association Declaration by executing an additional document to add an additional lot and common area tract to the coverage thereof and causing such additional document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas as follows:

Phase of Villas of Nottingham	Recording Date	Instrument No.	Volume	Page
Second	1/16/90	1920669	3110	789

(the original Villas of Nottingham Homes Association Declaration and the foregoing supplementary document, as previously amended, are hereinafter collectively referred to as the "Homes Association Declaration"); and

WHEREAS, the Developer has previously executed a certain Villas of Nottingham Declaration of Restrictions and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas on October 6, 1988 as Instrument No. 1825723 in Volume 2878 at Page 353; and

WHEREAS, the Developer has supplemented such Nottingham Declaration of Restrictions by executing an additional document to add an additional lot and common area tract to the coverage thereof and causing such additional document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas as follows:

Phase of Villas of Nottingham	Recording Date	Instrument No.	Volume	Page
Second	1/16/90	1920670	3110	792

(the original Villas of Nottingham Declaration of Restrictions and the foregoing supplementary document, as previously amended, are hereinafter collectively referred to as the "Declaration of Restrictions"); and

WHEREAS, the Homes Association Declaration and the Declaration of Restrictions place certain obligations and restrictions upon the following described residential lots (the "Villas Lots"):

Lots 1 through 17 of Block 4 and Lots 48 through 61 of Block 1, of NOTTINGTON, SECOND PLAT, a subdivision in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

WHEREAS, the parties desire to unify the designated homes association for the Villas of Nottingham subdivision, being Villas of Nottingham Homes Association, Inc., with the designated homes association for the adjacent Nottingham Forest South subdivision, being Nottingham Forest South Homes Association, Inc., so that Nottingham Forest South Homes Association, Inc. becomes the designated homes association for all lots in both subdivisions, including the Villas Lots; and

WHEREAS, as part of the process for such unification, the Developer has previously executed a Nottingham Forest South Homes Association Declaration (Villas of Nottingham) (the "Villas Supplement") and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas on April 23, 1993 as Instrument No. 2238888 in Volume 3907 at Page 76; and

WHEREAS, the Villas Supplement seeks to add the Villas Lots to the coverage of the Nottingham Forest South Homes Association Declaration previously executed by the Developer and recorded in the Office of the Register of Deeds of Johnson County, Kansas on July 20, 1987 as Instrument No. 1726217 in Volume 2632 at Page 413, but the Villas Supplement does not become effective until this Amendment becomes effective; and

WHEREAS, the Owners and the Developer desire (i) to amend and modify the Homes Association Declaration to adopt the Nottingham Forest South Homes Association Declaration as provided in the Villas Supplement and (ii) to amend the Declaration of Restrictions to designate Nottingham Forest

South Homes Association, Inc. as the homes association for the Villas Lots.

NOW, THEREFORE, the parties hereto declare and agree as follows:

1. All references in the Declaration of Restrictions and the Homes Association Declaration to Villas of Nottingham Homes Association, Inc. as being the "Homes Association" for the Villas Lots are hereby changed to the Nottingham Forest South Homes Association, Inc., a Kansas not-for-profit corporation, and its successors.

2. Articles II through XII and XIV through XVI of the Homes Association Declaration are hereby deleted in their entirety. In place thereof, the corresponding provisions of the Nottingham Forest South Homes Association Declaration and the Villas Supplement are hereby incorporated by reference into, and shall become part of, the Homes Association Declaration.

3. In order for the Villas Lots to be governed by an Architectural Committee comprised of residents of the Villas Lots, Section 1(k) of the Declaration of Restrictions is hereby amended to read in its entirety as follows:

(k) The term "Architectural Committee" shall mean a committee appointed by the Board and comprised of members of the Homes Association who reside in the Lots.

4. Pursuant to Article XIII of the Homes Association Declaration, this Amendment shall become effective as an amendment of the Homes Association Declaration and binding upon all of the Villas Lots upon (a) the execution hereof by the owners of record of at least 21 (2/3rds) of the Villas Lots, (b) the execution hereof by the Developer and (c) the recordation hereof in the Office of the Register of Deeds of Johnson County, Kansas; provided, however, that, except as contemplated in Section 7 below, no annual dues shall become payable by the Villas Lots to Nottingham Forest South Homes Association, Inc. until calendar year 1994 since the 1993 annual dues are being collected by Villas of Nottingham Homes Association, Inc.

5. Pursuant to Section 18 of the Declaration of Restrictions, this Amendment shall become effective as an amendment of the Declaration of Restrictions and binding upon all of the Villas Lots upon (a) the execution hereof by the owners of record (excluding the Developer) of at least a majority of the Villas Lots not then owned of record by the Developer, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Office of the Register of Deeds, Johnson County, Kansas.

6. Notwithstanding the provision of Section 4 and 5 above, this Amendment shall not become effective unless and until it is effective as an amendment of both the Homes Association Declaration and the Declaration of Restrictions.

7. Upon the effectiveness of this Amendment, the officers and directors of Villas of Nottingham Homes Association, Inc. are authorized and directed to transfer all funds, accounts receivable and other assets of Villas of Nottingham Homes Association, Inc. to Nottingham Forest South Homes Association, Inc.

8. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts. Following the effective date of this Amendment, Nottingham Forest South Homes Association, Inc. shall mail or deliver to the record owner of each Villas Lot a notice containing such effective date.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE DEVELOPER:

Date: April 16, 1993

HANOVER DEVELOPMENT COMPANY II

BY: WAYNE "E" SMITH, INC.,
a partner

By: 
Wayne Smith, President