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STATE OF KANSAS } SS
COUNTY OF JOHNSON }
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2002 DEC 18 P 4:12 PM
REBECCA L. DAVIS
REGISTER OF DEEDS

This instrument filed by
Security Land Title Company

THE VILLAS OF WHITEHORSE
DECLARATION OF RESTRICTIONS

THIS DECLARATION is made as of the 17th day of December, 2002, by Riffe Home Building Company, a Missouri corporation ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas a plat of the subdivision known as "The Villas of WhiteHorse", which plat includes the following described lots and tracts:

> Lots 1 through 39, and Tracts A through G, The Villas of WhiteHorse, a subdivision in the City of Leawood, Johnson County, Kansas.

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

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that 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) "Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) 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) "Subdivision" means all of the above-described lots in The Villas of WhiteHorse, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(c) "Developer" means Riffe Home Building Company, a Missouri corporation, and its successors and assigns.

(d) "Owner" means the record owner(s) of title to 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) "Common Areas" means (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision, (ii) all landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all owners within the Subdivision, (iii) the Green Areas, (iv) Tracts B, C, D, E and F of The Villas of WhiteHorse (as they may be subsequently replatted and/or reconfigured), and all other shared driveways/auto courts within the subdivision that are private streets for the use of residents and guests of the Lots and not dedicated as public streets to the City and (v) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision, whether or not any "Common Area" is located on any Lot.

(f) "Green Areas" means Tracts A, H and G of The Villas of Whitehorse (as they may be subsequently replatted and/or reconfigured) and all similar areas that may be platted in the Subdivision as a tract and not as a residential lot.

(g) "Homes Association" means the Kansas not-for-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the Subdivision.

(h) "Exterior Structure" means 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, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(i) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer stating that all of the Lots in the Subdivision (as then constituted 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 Developer's absolute discretion at any time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(j) "Approving Party" means (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 Board (or

with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

(k) "Board" means the Board of Directors of the Homes Association.

(l) "Architectural Committee" means: (i) prior to the Turnover Date, the Developer (or its designees from time to time); and (ii) on and after the Turnover Date, a committee comprised of at least three members of the Homes Association, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the term limitations and other provisions of Section 14 below).

(m) "City" means the City of Leawood, Kansas.

(n) "Turnover Date" means the earlier of: (i) the date as of which 95% of all of the Lots in the Subdivision (as then constituted or contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

(o) "Recording Office" means the Office of Register of Deeds of Johnson County, Kansas.

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. 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 the 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 brokerage companies) authorized by the Developer from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes during the development and build out of the Subdivision.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco (but no stucco board or stuccato), brick, natural stone or cast stone of a similar tone and form, plate glass, glass blocks, wood trim, or any combination thereof, except as and where otherwise expressly approved in writing by the Developer. Exterior concrete blocks shall not be permitted. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, 4 feet by 8 feet panels. All windows and exterior doors shall be constructed of glass, wood, metal or vinyl clad, fiberglass, or any other materials specifically approved by the Developer. No windows or exterior doors may be silver or other bright finish. Roofs shall be covered only with Class A roofing materials of wood shingles, wood shakes, concrete tiles, clay tiles, slate, or high quality composition shingles, all of the specific types, colors, styles, dimensions and other

aesthetic factors approved by the Developer in writing. Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Approving Party in its absolute discretion, shall be acceptable upon written approval by the Approving Party in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Approving Party shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone and similar components) shall be covered with a workmanlike finish of high quality paint or stain. No residence or Exterior Structure shall 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.

(c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues shall be capped with a black or color-conforming metal rain cap.

(e) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

(f) All residences shall have at least a two-car garage. No car ports are permitted.

(g) In the event individual mailboxes are required by the Post Office, the Developer shall establish one standard mailbox and mailbox post and each Owner shall purchase, install and maintain a mailbox and mailbox post conforming to these standards.

(h) The Developer, in its discretion, may allow variances from the foregoing requirements of this Section 3.

4. Minimum Floor Area. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least 1,500 square feet on the main floor (excluding any

finished attics, garages and similar habitable areas). The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

5. Approval of Plans; Post-Construction Changes; Grading.

(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, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme have been submitted to and approved in writing by the Developer or, in the case of Exterior Structures to the extent provided in Section 8 below, the Architectural Committee. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and 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.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed 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 and until the changes thereto have been submitted to and approved in writing by the Architectural Committee.

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Developer not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or subsurface material. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Developer or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) All site preparation, including, but not limited to, tree removal, excavation, grading, rock excavation/removal, hauling, and piering, etc., shall be at the sole expense of the Owner or builder. All trees and rock, etc., shall be removed from the Subdivision

and shall not be spoiled within the Subdivision. All excess dirt shall be spoiled within the Subdivision as directed by the Developer. No dirt shall be removed from the Subdivision without the consent of the Developer.

(e) Approval of plans or specifications by the Developer, or any other Approving Party is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.

6. Set Backs. No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Approving Party shall have the right to decrease, from time to time and in its absolute discretion, the set back lines for a specific Lot, to the extent they are greater than the minimum set backs required by the City, by filing an appropriate instrument in writing in the Recording Office.

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 three months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within ten months after such construction commencement. In the event such construction is not commenced within such three month period (or extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not 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) strictly in accordance with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior 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 (i) any Exterior Structure erected by or at the request of the Developer or (ii) any Exterior Structure that (A) 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 (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Approving Party, in

its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) Fences and privacy screens may be installed only around the patio area of the residence and (if permitted) a swimming pool area, and then only with the specific approval of the Developer and in accordance with the specific requirements of the Developer. All fences and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. All fences and privacy screens shall be constructed with the finished side out. No chain link, wire or similar fence shall be permitted. No fence may be installed in any platted landscape easement or as a boundary or perimeter fence, unless installed by or for the Developer (the Homes Association shall be responsible for the maintenance, repair and replacement of such boundary fence).

(ii) All basketball goals shall be permanently installed (except as provided below), free standing and not attached to the residence. All backboards shall be transparent or painted white and all poles shall be a neutral color. Portable basketball goals shall be permitted only if stored in the garage at night. There shall be only one basketball goal per Lot. The Board 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) All recreational or play structures must be approved in advance by the Approving Party, and, if allowed, shall be made of materials approved in writing by the Approving Party and (other than basketball goals) shall be located behind the rear corners (as determined by the Approving Party) of the residence.

(iv) No aboveground type swimming pools shall be permitted. All swimming pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(v) The following Exterior Structures shall be prohibited: animal runs, dog houses, trampolines, tennis courts, paddle tennis courts, tree houses, batting cages, detached greenhouses and other detached outbuildings.

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

(c) No fence, boundary wall or other Exterior Structure installed by or for the Developer or Homes Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Approving Party.

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, or any portion thereof, 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 or occupant from maintaining an office area or operating a home-business occupation in his residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained.

(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 Subdivision, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and Exterior Structure shall be kept and maintained by the Owner in good condition and repair at all times. Each residence shall be repainted by the Owner as needed or appropriate. Any exterior color change must be approved in advance in accordance with Section 5(b).

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Overnight parking of motor vehicles, trailers or similar apparatus of any type or character in public streets, the Private Street, the Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (f) below, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored over night on any Lot, except in an enclosed garage.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Subdivision except during such limited time as such truck or vehicle is actually being used in the Subdivision during normal working hours for its specific purpose.

(f) Recreational motor vehicles of any type or character are prohibited except:

(i) Storing in an enclosed garage;

(ii) Temporary parking on the driveway for the purpose of loading and unloading (maximum of one overnight every 14 days); or

(iii) With prior written approval of the Approving Party.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or

erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Approving Party 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 Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 39 inches in diameter) may be installed, with the prior written consent and in accordance with the requirements of the Approving Party, so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners.

(h) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard. Sculptures, bird baths, fountains and similar decorative objects are allowed on the exterior of the residence or in the yard only with the specific written approval of the Approving Party.

(i) Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior landscaping lighting must be approved in advance by the Approving Party.

(j) No garage sales, sample sales or similar activities shall be held within the Subdivision without the prior written consent of the Homes Association.

(k) No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(l) All residential service utilities shall be underground, except with the approval of the Developer.

(m) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of the Approving Party).

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

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

(p) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot except that:

(i) One sign not more than three feet high or three feet wide, not to exceed a total of six square feet, may be maintained offering the residence for sale. For newly constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved.

(ii) One garage sale sign not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are removed within two hours after the close of the sale.

(iii) One political sign per candidate or issue not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election.

No signs offering a residence for lease or rent shall be allowed in the Subdivision.

(q) No sign shall be placed or maintained in any Common Area without the approval of the Approving Party.

(r) No trash, refuse, or garbage can or receptacle shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas.

(u) No barbecue grills, combustible materials or similar fire hazard shall be placed or maintained (even temporarily) in any yard within 10 feet of another residence.

(v) The Developer and the Association may enforce the foregoing restrictions and other provisions of this Declaration by levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

11. Lawns, Landscaping and Gardens. In all events, within 30 days after the issuance of any permanent or temporary certificate of occupancy for 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 native area with the express written permission of the Approving Party. No lawn shall be planted with zoysia or buffalo grass. In all events, within 30 days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include, but not be limited to, a minimum expenditure of $2,000.00 on foundation plantings in the front yard). All landscaping shall be installed in accordance with the landscaping plans approved by the Developer.

All Lots shall have a sprinkler system installed (with a keyed control panel and water tap located on the exterior of the residence) prior to occupancy covering the entire front, rear and side yards of the Lot. Each Owner shall use the sprinkler system as necessary or appropriate (as determined by the Approving Party) during the late spring, summer and early fall months. The Homes Association shall be provided with a key to the sprinkler system by the Owner and shall have the right to operate the sprinkler system if the Owner fails or refuses to do so. No Owner shall water the Lot such that there is significant runoff onto any adjacent Lot or Common Area.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Developer, to assure such installation when weather permits.

No vegetable garden(s) shall be allowed on any Lot, except within the screened patio area of the residence.

The Developer shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s) and location shall be selected by the Developer in its absolute

discretion. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer, but excluding those in a Common Area maintained by the Homes Association).

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 lines, electric and telephone lines, television cables 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 of record or shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line service and maintenance.

The Developer shall have and does hereby reserve for itself and 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 Subdivision for the purpose of performing the powers and duties of the Homes Association and maintaining any Common Area. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above. Any physical damage caused in the exercise of such easement shall be repaired by and at the expense of the party exercising the easement right.

Each Owner of a Lot and the Homes Association shall have a perpetual nonexclusive easement on and over the adjacent side yard of each adjacent Lot for the sole and limited purpose of providing reasonable ingress and egress for the maintenance and repair of the Owner's residence, utility lines and connections, lawn and landscaping. The Owner or the Homes Association utilizing such easement shall be responsible for minimizing and repairing any damage done to the adjacent Lot in connection with the use of such easement.

No water from any roof, downspout, sump pump, perimeter basement 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, 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 and permitted use of such Common Areas. 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 of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage,

pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

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

(d) Owners of Lots adjacent or nearby the Common Areas shall prevent erosion and pollutant discharges and runoff onto the Common Areas.

(e) The following rules, regulations and restrictions shall apply to the use of the Green Areas:

(i) No automobiles, motorcycles, all-terrain vehicles, or other motorized vehicles or apparatus of any kind shall be allowed in the Green Areas except for parking in any designated parking lots and except for mowing and otherwise maintaining the Green Area.

(ii) No refuse, trash or debris shall be discarded or discharged in or about the Green Areas.

(iii) Access to the Green Areas shall be confined to designated common areas, except that owners of Lots adjacent to the Green Areas may have access to the area from their respective lots (where applicable).

(iv) The Developer and the Homes Association shall have reasonable access through Lots adjacent to the Green Areas for the purposes of maintenance and improvement thereof.

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

(g) The Developer, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Subdivision then owned by it, including without limitation, to make part of a Common Area tract a part of a Lot, and vice versa.

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 may be divided by the Board into two classes with staggered two-year terms. No member of the Architectural Committee shall serve in such position for more than 48 months during any five year period. The foregoing provisions of this subsection (a) shall not apply until the Turnover Date. Until the Turnover Date, the Developer or its designees shall be the Architectural Committee.

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. 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 written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans 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 procedural and substantive guidelines and conditions that it intends to follow in making its decisions. Any written application complete with appropriate drawings and other information that is not acted upon by the Architectural Committee within 35 days after the date on which it is filed shall be deemed to have been approved.

(d) After the Turnover Date, any applicant or other person who is dissatisfied with a 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 45 days after the date the Architectural Committee renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the Architectural Committee shall be final and conclusively binding on all parties and shall be deemed to be the decision of the Architectural Committee for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment of a reasonable fee by the appealing party.

15. No Liability for Approval or Disapproval; Indemnification.

(a) Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board (or any committee thereof) shall be personally liable to any person for any 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 other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, the Architectural Committee, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, the Board, or individual sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association, and Developer (to the extent a claim may be brought against Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

16. Covenants Running with Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. 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, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during his ownership; provided, however, that (i) 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 and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Developer, the Homes Association and each Owner 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, reservations and other provisions herein set forth, in addition to any action at law for damages. To the extent permitted by law, if the Developer or the Homes Association shall be successful in obtaining a judgment or consent decree in any such court action, the Developer and/or Homes Association shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Homes Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Homes Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

17. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer 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 of the Developer hereunder.

18. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2032, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2032, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year

prior to December 31, 2032, 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 (i) the Owners of at least two thirds (2/3) of the Lots within the Subdivision as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association. After the recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be amended, modified or terminated in whole or in part, at any time by a duly acknowledged and recorded written instrument signed by the Homes Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75% or more of the full number of directors of the Homes Association and then approved at a duly held meeting of the members of the Homes Association (called in whole or in part for that purpose), by the affirmative vote of Owners owning at least two-thirds (2/3) of the Lots.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) either the Veteran's Administration or the Federal Housing Administration or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the Subdivision or any part of the Subdivision or any Lot in the Subdivision, for federally-approved mortgage financing purposes under applicable Veteran's Administration or Federal Housing Administration or similar programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Subdivision, or (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer. No such amendment by the Developer shall require the consent of any Owner.

(c) If the rule against perpetuities is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the now-living children and grandchildren of the individuals signing this Declaration on behalf of the Developer as of the date of such execution.

19. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument 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 its discretion.

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 parts.

21. Commercial Area. At the northeast corner of 151st Street and Nall Avenue is an area that is to be developed as a commercial center ("Commercial Center"). By acceptance of a deed to the Lot, each Owner, for himself and each family member, agent, tenant, assign and grantee of the Owner, hereby acknowledges the existence of such zoning and the potential future development of the Commercial Center as a commercial center.

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

THE DEVELOPER:

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on December 17, 2002 by James W. Riffe, President of Riffe Home Building Company, a Missouri corporation.

Rhonda L. Sherman
Notary Public in and for Said County and State

Print Name: Rhonda L. Sherman

My Commission Expires:

04-11-05

Rhonda L. Sherman
Notary Public
State of Kansas
My Appt. Exp. 04-11-05

23057 / 42544
SNWOO 165602v3

Accom

This Instrument filed by
Security Land Title Company

3541816 $ 12.00 $ 8.00

STATE OF KANSAS) SS
COUNTY OF JOHNSON)
FILED FOR RECORD
2003 JAN -2 P 6:27 PM
REBECCA L. DAVIS
REGISTER OF DEEDS

WHITEHORSE HOMES ASSOCIATION DECLARATION (ADDITIONAL PHASE - VILLAS OF WHITEHORSE)

THIS DECLARATION is made as of the 26 day of December, 2002, by White Horse Development, L.L.C., a Kansas limited liability company (the "Developer"), and Riffe Home Building Company, a Missouri corporation ("Owner").

WITNESSETH:

WHEREAS, the Developer is the assignee of Highwoods Services, Inc.'s development rights with respect to the subdivision known as WhiteHorse; and

WHEREAS, Owner, with the consent of Developer, has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, another plat of the area known as WhiteHorse; and

WHEREAS, such plat adds the following lots to the WhiteHorse area (the "Additional Lots"):

> Lots 1 through 39, THE VILLAS OF WHITEHORSE, a subdivision of land in City of Leawood, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the Owner, as the owner of the Additional Lots, and the Developer desire to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain WhiteHorse Plat No. 3 Homes Association Declaration, dated as of October 20, 1998, executed by the Developer and filed with the Office of the Register of Deeds of Johnson County, Kansas as Instrument No. 2898977 in Book 5893 at Page 99, as amended and supplemented by Supplement to WhiteHorse Homes Association Declaration filed with the Office of the Register of Deeds of Johnson County, Kansas as Instrument No. 3006098 in Book 6222 at Page 674 and Amendment to White Horse Homes Association Declaration filed with the Office of the Register of Deeds of Johnson County, Kansas as Instrument No. 3413093 in Book 7812 at Page 112 (as amended and supplemented, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, annual assessments, special assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article IX of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Notwithstanding any provision in the Original Declaration to the contrary, (i) none of the common areas within The Villas of WhiteHorse plat(s) shall constitute "Common Areas" under

the Original Declaration, (ii) WhiteHorse Homes Association, Inc. shall have no control over or liability or responsibility with respect to any of the common areas within The Villas of WhiteHorse plat(s), and (iii) WhiteHorse Homes Association, Inc. shall have no authority over or right to enforce any provision of The Villas of WhiteHorse Declaration of Restrictions relating to the Additional Lots.

For purposes of Section 2(d) of Article VIII of the Original Declaration, The Villas of WhiteHorse area shall be considered as part of the "subdivision" and not part of "another subdivision" that is using the "Recreational Facilities." The intent is for each of the Additional Lots to be responsible for paying the annual assessments of the WhiteHorse Homes Association, Inc. plus any special assessments of the WhiteHorse Homes Association, Inc. relating to the Recreational Facilities, on the same basis as all other Lots that have membership in WhiteHorse Homes Association, Inc.

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

THE OWNER:

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

THE DEVELOPER:

WHITE HORSE DEVELOPMENT, L.L.C.

By: _____
Mark R. Simpson, Member

By: ASHNER VENTURE, L.L.C., Member

By: ASHNER DEVELOPMENT, INC., Member

By: _____
Leo E. Ashner, President

By: GREAT PLAINS INVESTMENT CO., L.L.C., Member

By: SAILORS BUILDING COMPANY, L.L.C., Member

By: _____
Bobby F. Sailors, Member

By: WHITE HORSE ASSOCIATES, L.L.C.

By: _____
Saul Ellis, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on December 26, 2002 by Mark R. Simpson, Saul Ellis, as a member in and on behalf of White Horse Associates, L.L.C., a Kansas limited liability company; Leo E. Ashner, President of Ashner Development, Inc., a Kansas corporation, in its capacity as a member in and on behalf of Ashner Venture, L.L.C., a Kansas limited liability company; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, in its capacity as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each entity's capacity as a member in and on behalf of White Horse Development, L.L.C., a Kansas limited liability company.

Cindy K. Peterson
Notary Public in and for said County and State

Print Name: Cindy K. Peterson

My Commission Expires:

10/03/04

CINDY K. PETERSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp. Oct. 3, 2004

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on December 20, 2002 by James W. Riffe, as President of Riffe Home Building Company, a Missouri corporation.

Gunilla Pierce
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. April 9, 2005

Notary Public in and for said County and State Gunilla Pierce

Print Name: Gunilla Pierce

My Commission Expires:

_____

24109 / 45207
SNWOO 177008v.2

AMENDMENT TO
THE VILLAS OF WHITEHORSE
HOMES ASSOCIATION DECLARATION

THIS AMENDMENT ("Amendment") is made and entered into as of November 20, 2003 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 Riffe Home Building Company, as the developer of the lots described below (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the developer of the residential area in the City of Leawood, Johnson County, Kansas, commonly known as "The Villas of WhiteHorse"; and

WHEREAS, the Developer has previously executed a certain document entitled The Villas of WhiteHorse Homes Association Declaration and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") on December 18, 2002, as Instrument No. 3533523 in Book 8462 at Page 761 (such declaration as being hereinafter called the "Declaration"); and

WHEREAS, the Declaration places certain covenants and assessments upon the following described residential lots (the "Lots"):

> Lots 1 through 39, The Villas of WhiteHorse, a subdivision of land in City of Leawood, Johnson County, Kansas, according to the recorded plat thereof.

WHEREAS, the Owners and the Developer desire to amend the Declaration as provided herein;

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

A. Paragraphs (e) and (f) of Section 2 of Article III of the Declaration are hereby amended to read as follows:

> (e) The Homes Association shall provide and pay for the costs of spring start-up, winterization, and repair and maintenance of lawn sprinkler systems (excluding that part of any system lying in any flower and shrub beds) on the Lots that have been sodded, except that the Homes Association shall not be obligated to repair any damage caused by the gross negligence or willful misconduct of the Owner or the Owner's guests or contractors, the Homes Association shall not be obligated to repair or replace any control panels, and the Homes Association shall not pay for

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on November 20, 2003 by James W. Riffe, President of Riffe Home Building Company, a Missouri corporation.

Rhonda L. Sherman
Notary Public in and for Said County and State

Print Name: Rhonda L. Sherman

My Commission Expires:

04-11-05

Rhonda L. Sherman
Notary Public
State of Kansas
My Appt. Exp. 04-11-05

20031202-0000450 12/02/2003
P: 4 of 5 01:26:16 PM
Rebecca L. Davis T20030002682
Johnson Co ROD B:200312 P:000450

AMENDMENT TO
THE VILLAS OF WHITEHORSE
HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Villas of WhiteHorse, City of Leawood, Johnson County, Kansas:

Lots 1 through 5, 7 through 23, 26 through 29, 32, and 34 through 36

Dated: November 20, 2003

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on November 20, 2003 by James W. Riffe, President of Riffe Home Building Company, a Missouri corporation.

Rhonda L. Sherman
Notary Public in and for Said County and State

Print Name: Rhonda L. Sherman

My Commission Expires:

04-11-05

28007 / 58636
SNWOO 184467

Rhonda L. Sherman
Notary Public
State of Kansas
My Appt. Exp. 04-11-05

20031202-0000450 12/02/2003
P: 5 of 5 01:26:16 PM
Rebecca L. Davis T20030002682
Johnson Co ROD B:200312 P:000450

20060526-0010439 05/26/2006
P: 1 of 2 F: $12.00 08:16:48 AM
Register of Deeds T20060026086
JO CO KS BK:200605 PG:010439

SUPPLEMENT TO THE VILLAS OF WHITEHORSE HOMES ASSOCIATION DECLARATION ADDITIONAL PHASE (2nd Plat)

THIS SUPPLEMENT TO DECLARATION is made as of the 19TH day of May, 2006, by RIFFE HOME BUILDING COMPANY, a Missouri corporation (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office"), an additional plat of the subdivision known as "The Villas of WhiteHorse"; and

WHEREAS, such plat replats Lots 5 through 8 and 12 through 19 and part of Tract A of THE VILLAS OF WHITEHORSE, a subdivision in the City of Leawood, Johnson County, Kansas, into the following "Lots" and "Common Areas":

> Lots 40 through 50 and Tracts I, J and K, THE VILLAS OF WHITEHORSE SECOND PLAT, a subdivision in City of Leawood, Johnson County, Kansas.

The Developer hereby confirms that the foregoing "Lots" and "Common Areas" are and remain subject to the covenants, assessments and other provisions contained in that certain The Villas of WhiteHorse Homes Association Declaration, executed by the Developer and filed with the Recording Office in Book 8462 at Page 761, as amended by that certain Amendment to The Villas of WhiteHorse Homes Association Declaration executed by the Developer and filed with the Recording Office in Book 8800 at Page 661 and in Book 200312 at Page 450.

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

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on May 19, 2006 by James W. Riffe, as President of Riffe Home Building Company, a Missouri corporation.

Rhonda L. Sherman
Notary Public in and for said County and State

My Commission Expires:

04-11-09
[SEAL]

Print Name: Rhonda L. Sherman

Rhonda L. Sherman
Notary Public
State of Kansas
My Appt. Exp. 04-11-09

20060526-0010439 05/26/2006
P: 2 of 2 08:16:48 AM
Register of Deeds T20060026086
JO CO KS BK:200605 PG:010439

20060526-0010438 05/26/2006
P: 1 of 2 F: $12.00 08:16:48 AM
Register of Deeds T20060026086
JO CO KS BK:200605 PG:010438

SUPPLEMENT TO THE VILLAS OF WHITEHORSE DECLARATION OF RESTRICTIONS ADDITIONAL PHASE (2nd Plat)

THIS SUPPLEMENT TO DECLARATION is made as of the 19th day of May, 2006, by RIFFE HOME BUILDING COMPANY, a Missouri corporation (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office"), an additional plat of the subdivision known as "The Villas of WhiteHorse"; and

WHEREAS, such plat replats Lots 5 through 8 and 12 through 19 and part of Tract A of THE VILLAS OF WHITEHORSE, a subdivision in the City of Leawood, Johnson County, Kansas, into the following "Lots" and "Common Areas":

> Lots 40 through 50 and Tracts I, J and K, THE VILLAS OF WHITEHORSE SECOND PLAT, a subdivision in City of Leawood, Johnson County, Kansas.

The Developer hereby confirms that the foregoing "Lots" and "Common Areas" are and remain subject to the covenants, restrictions, easements and other provisions contained in that certain The Villas of WhiteHorse Declaration of Restrictions, executed by the Developer and filed with the Recording Office in Book 8462 at Page 775.

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

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on May 19, 2006 by James W. Riffe, as President of Riffe Home Building Company, a Missouri corporation.

Rhonda L. Sherman
Notary Public in and for said County and State

My Commission Expires:

04-11-09
[SEAL]

Print Name: Rhonda L. Sherman

Rhonda L. Sherman
Notary Public
State of Kansas
My Appt. Exp. 04-11-09

20060330-0010070 03/30/2006
P: 1 of 2 F: $12.00 11:28:55 AM
Register of Deeds T20060015666
JO CO KS BK:200603 PG:010070

THE VILLAS OF WHITEHORSE HOMES ASSOCIATION DECLARATION ADDITIONAL PHASE (3rd Plat)

THIS DECLARATION is made as of the 14th day of March, 2006, by Riffe Home Building Company, a Missouri corporation (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office"), an additional plat of the subdivision known as "The Villas of WhiteHorse"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

> Lots 52 through 66 and Tracts L and M, THE VILLAS OF WHITEHORSE THIRD PLAT, a subdivision in the City of Leawood, Johnson County, Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain The Villas of WhiteHorse Homes Association Declaration, executed by the Developer and filed with the Recording Office in Book 8462 at Page 761, as amended by that certain Amendment to The Villas of WhiteHorse Homes Association Declaration executed by the Developer and filed with the Recording Office in Book 8800 at Page 661 and in Book 200312 at Page 450 (ad amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article IX of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all

of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts L and M of The Villas of WhiteHorse Third Plat are "Common Areas" under the Original Declaration.

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

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on March 14, 2006 by James W. Riffe, as President of Riffe Home Building Company, a Missouri corporation.

_____
Notary Public in and for said County and State

My Commission Expires:

4-2-09

[SEAL]

Print Name: Stanley N. Woodworth

STANLEY N. WOODWORTH
My Appt. Exp. 4-2-09

20060330-0010070 03/30/2006
P: 2 of 2 11:28:55 AM
Register of Deeds T20060015666
JO CO KS BK:200603 PG:010070

20060330-0010069 03/30/2006
P: 1 of 2 F: $12.00 11:28:55 AM
Register of Deeds T20060015666
JO CO KS BK:200603 PG:010069

THE VILLAS OF WHITEHORSE
DECLARATION OF RESTRICTIONS
ADDITIONAL PHASE
(3rd Plat)

THIS DECLARATION is made as of the 14th day of March, 2006, by RIFFE HOME BUILDING COMPANY, a Missouri corporation (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office"), an additional plat of the subdivision known as "The Villas of WhiteHorse"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

> Lots 52 through 66 and Tracts L and M, THE VILLAS OF WHITEHORSE THIRD PLAT, a subdivision in City of Leawood, Johnson County, Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain The Villas of WhiteHorse Declaration of Restrictions, executed by the Developer and filed with the Recording Office in Book 8462 at Page 775 (the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 19 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts L and M of The Villas of WhiteHorse Third Plat are "Common Areas" under the Original Declaration.

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

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on March 14, 2006 by James W. Riffe, as President of Riffe Home Building Company, a Missouri corporation.

_____
Notary Public in and for said County and State

My Commission Expires:

4-2-09
[SEAL]

Print Name: Stanley N. Woodworth

NOTARY PUBLIC STATE OF KANSAS STANLEY N. WOODWORTH My Appt. Exp. 4-2-09

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Register of Deeds T20060015666
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20060330-0010068 03/30/2006
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Register of Deeds T20060015666
JO CO KS BK:200603 PG:010068

WHITEHORSE
HOMES ASSOCIATION DECLARATION
(ADDITIONAL PHASE - VILLAS OF WHITEHORSE)

THIS DECLARATION is made as of the 14th day of March, 2006, by White Horse Development, L.L.C., a Kansas limited liability company (the "Developer"), and Riffe Home Building Company, a Missouri corporation ("Owner").

WITNESSETH:

WHEREAS, the Developer is the assignee of Highwoods Services, Inc.'s development rights with respect to the subdivision known as WhiteHorse; and

WHEREAS, Owner, with the consent of Developer, has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, another plat of the area known as WhiteHorse; and

WHEREAS, such plat adds the following lots to the WhiteHorse area (the "Additional Lots"):

> Lots 52 through 66, THE VILLAS OF WHITEHORSE THIRD PLAT, a subdivision of land in City of Leawood, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, the Owner, as the owner of the Additional Lots, and the Developer desire to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain WhiteHorse Plat No. 3 Homes Association Declaration, dated as of October 20, 1998, executed by the Developer and filed with the Office of the Register of Deeds of Johnson County, Kansas as Instrument No. 2898977 in Book 5893 at Page 99, as amended and supplemented by Supplement to WhiteHorse Homes Association Declaration filed with the Office of the Register of Deeds of Johnson County, Kansas as Instrument No. 3006098 in Book 6222 at Page 674 and Amendment to White Horse Homes Association Declaration filed with the Office of the Register of Deeds of Johnson County, Kansas as Instrument No. 3413093 in Book 7812 at Page 112 and Amendment to Supplement to WhiteHorse Homes Association Declaration

filed with the Office of the Register of Deeds of Johnson County, Kansas as Instrument No. 3640189 in Book 9060 at Page 805 (as amended and supplemented, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, annual assessments, special assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article IX of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Notwithstanding any provision in the Original Declaration to the contrary, (i) none of the common areas within The Villas of WhiteHorse plat(s) shall constitute "Common Areas" under the Original Declaration, (ii) WhiteHorse Homes Association, Inc. shall have no control over or liability or responsibility with respect to any of the common areas within The Villas of WhiteHorse Third Plat, and (iii) WhiteHorse Homes Association, Inc. shall have no authority over or right to enforce any provision of The Villas of WhiteHorse Declaration of Restrictions relating to the Additional Lots.

For purposes of Section 2(d) of Article VIII of the Original Declaration, The Villas of WhiteHorse area shall be considered as part of the "subdivision" and not part of "another subdivision" that is using the "Recreational Facilities." The intent is for each of the Additional Lots to be responsible for paying the annual assessments of the WhiteHorse Homes Association, Inc. plus any special assessments of the WhiteHorse Homes Association, Inc. relating to the Recreational Facilities, on the same basis as all other Lots that have membership in WhiteHorse Homes Association, Inc.

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

THE OWNER:

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

THE DEVELOPER:

WHITE HORSE DEVELOPMENT, L.L.C.

By: _____
Mark R. Simpson, Member

By: WHITE HORSE ASSOCIATES, L.L.C.

By: _____
Saul Ellis, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on March 20, 2006 by Mark R. Simpson, an individual; and Saul Ellis, as a member in and on behalf of White Horse Associates, L.L.C., a Kansas limited liability company, in each entity's capacity as a member in and on behalf of White Horse Development, L.L.C., a Kansas limited liability company.

Linda J. Lerner
Notary Public in and for said County and State

My Commission Expires:

2/4/2010
[SEAL]

Print Name: LINDA J. LERNER

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

NOTARY PUBLIC OFFICIAL SEAL STATE OF KANSAS
LINDA J. LERNER
MY COMMISSION EXPIRES
February 4, 2010

This instrument was acknowledged before me on March 14, 2006 by James W. Riffe, as President of Riffe Home Building Company, a Missouri corporation.

Stanley N Woodworth
Notary Public in and for said County and State

My Commission Expires:

4-2-09
[SEAL]

Print Name: Stanley N. Woodworth

NOTARY PUBLIC STATE OF KANSAS
STANLEY N. WOODWORTH
My Appt. Exp. 4-2-09

STANLEY N. WOODWORTH
My Appt. Exp.
STATE OF KANSAS

028007 / 057909
SNWOO 244986

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JO CO KS BK:200603 PG:010068

Accom

This instrument filed by
Security Land Title Company

3640189

$200
$8.00

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

2003 JUN -4 P 12:54 30

REBECCA L. DAVIS
REGISTER OF DEEDS

AMENDMENT TO SUPPLEMENT TO WHITEHORSE HOMES ASSOCIATION DECLARATIONS

This Amendment to Supplement to WhiteHorse Homes Association Declarations ("Amendment") is made as of the 1st day of June, 2003 by White Horse Development, L.L.C., a Kansas limited liability company ("Developer"), and Riffe Home Building Company, a Missouri corporation ("Riffe").

WITNESSETH:

WHEREAS, either Developer or Riffe is the owner of the specific lots in the "WhiteHorse" area in Leawood, Kansas that are described on Exhibit A attached hereto (the "Specific Lots").

WHEREAS, the Specific Lots are burdened by and subject to a Supplement to WhiteHorse Homes Association Declarations recorded in the office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") as instrument no. 3006098 in book 622 at page 674 (the "Supplement").

WHEREAS, the Supplement, in effect, assesses a $250.00 "initiation fee" upon the Specific Lots.

WHEREAS, Developer and Riffe desire to increase the initiation fee as provided herein with respect to the Specific Lots and all future lots that may be made subject to the Declaration (as defined in the Supplement);

NOW, THEREFORE, the Developer and Riffe declare and agree as follows:

A. Clause B of the Supplement is hereby amended, solely with respect to the Specific Lots and with respect to all future Lots that may be made subject to the Declaration (as defined) in the Supplement, to increase the initiation fee from $250.00 to $350.00.

B. Except as provided herein, the Supplement shall remain in full force and effect.

C. This Amendment shall become effective as an amendment to the Supplement and binding upon all of the Specific Lots upon (a) the execution hereof by the Developer and Riffe, and (b) the recordation hereof in the Recording office. The Developer is executing this Supplement in its capacity as the Developer of the Subdivision (as defined in the Declaration) and as the Owner of certain of the Specific Lots. Riffe is executing this Supplement in its capacity as the Owner of certain of the Specific Lots.

IN WITNESS WHEREOF, the Developer and Riffe have caused this Amendment to be duly executed.

RIFFE:

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

THE DEVELOPER:

WHITE HORSE DEVELOPMENT, L.L.C.

By: _____
Mark R. Simpson, Member

By: GREAT PLAINS INVESTMENT CO., L.L.C., Member

By: SAILORS BUILDING COMPANY, L.L.C., Member

By: _____
Bobby F. Sailors, Member

By: ASHNER VENTURE, LLC, Member

By: ASHNER DEVELOPMENT, INC., Member

By: _____
Leo Ashner, President

By: WHITE HORSE ASSOCIATES, L.L.C., Member

By: _____
Saul Ellis, Member

BOOK 9060 PAGE 806

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on ~~June~~ May 23, 2003 by Mark R. Simpson; Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; Saul Ellis, as a member in and on behalf of White Horse Associates, L.L.C., a Kansas limited liability company; and Leo E. Ashner, as President of Ashner Development, Inc., a Kansas corporation as a member in and on behalf of Ashner Venture, LLC, a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of White Horse Development, L.L.C., a Kansas limited liability company.

Cindy K. Peterson
Notary Public in and for said County and State

Print Name: Cindy K. Peterson

My Commission Expires:
10/03/04

CINDY K. PETERSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp. Oct. 3, 2004

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on June 1, 2003 by James W. Riffe, as President of Riffe Home Building Company, a Missouri corporation.

Gunilla Pierce
Notary Public in and for said County and State

Print Name: Gunilla Pierce

My Commission Expires:
4-09-2003

Gunilla Pierce
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-9-03

EXHIBIT A

SPECIFIC LOTS

OWNED BY DEVELOPER:

Lots 20 & 22 of Block 6, Lots 6 & 22 of Block 10, Lots 12 & 14 of Block 11, Lots 1 & 3 of Block 14, and Lots 2, 3 & 4 of Block 15, WHITEHORSE, Plat No. 4, a subdivision in City of Leawood, Johnson County, Kansas.

OWNED BY RIFFE

Lots #1-36 except 6, 24, 25 & 31, The Villas of WhiteHorse, a subdivision in City of Leawood, Johnson County, Kansas.

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Rebecca L. Davis T20030002682
Johnson Co ROD B:200312 P:000450

(Space above reserved for Recorder of Deeds certification)

1. *Title of Document:* Amendment to the Villas of WhiteHorse Homes Association Declaration

2. *Developer:* Riffe Home Building Company

3. *President:* James W. Riffe

4. *Legal Description:* Lots 1 through 39, The Villas of WhiteHorse, a subdivision of land in City of Leawood, Johnson County, Kansas, according to the recorded plat thereof.

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)

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ELCON 197865

AMENDMENT TO
THE VILLAS OF WHITEHORSE
HOMES ASSOCIATION DECLARATION

THIS AMENDMENT ("Amendment") is made and entered into as of November 20, 2003 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 Riffe Home Building Company, as the developer of the lots described below (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the developer of the residential area in the City of Leawood, Johnson County, Kansas, commonly known as "The Villas of WhiteHorse"; and

WHEREAS, the Developer has previously executed a certain document entitled The Villas of WhiteHorse Homes Association Declaration and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") on December 18, 2002, as Instrument No. 3533523 in Book 8462 at Page 761 (such declaration as being hereinafter called the "Declaration"); and

WHEREAS, the Declaration places certain covenants and assessments upon the following described residential lots (the "Lots"):

> Lots 1 through 39, The Villas of WhiteHorse, a subdivision of land in City of Leawood, Johnson County, Kansas, according to the recorded plat thereof.

WHEREAS, the Owners and the Developer desire to amend the Declaration as provided herein;

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

A. Paragraphs (e) and (f) of Section 2 of Article III of the Declaration are hereby amended to read as follows:

> (e) The Homes Association shall provide and pay for the costs of spring start-up, winterization, and repair and maintenance of lawn sprinkler systems (excluding that part of any system lying in any flower and shrub beds) on the Lots that have been sodded, except that the Homes Association shall not be obligated to repair any damage caused by the gross negligence or willful misconduct of the Owner or the Owner's guests or contractors, the Homes Association shall not be obligated to repair or replace any control panels, and the Homes Association shall not pay for

any water or electricity used by the sprinkler system (all of which shall be the responsibility of the Owner).

(f) The Homes Association shall provide snow (but not ice) clearing for the Private Streets and for driveways and front sidewalks on the Lots, as soon as possible when the accumulation reaches two inches or more and the snow has stopped. The Homes Association shall not be required to apply any salt, sand or other chemical treatments to any such surfaces.

B. The following new Section 5 is hereby added to Article IV of the Declaration:

5. Upon the initial occupancy of the residence on each Lot, the Owner of the Lot shall pay to the Homes Association a one-time initiation assessment equal to two times the amount of the monthly assessment then in effect, for deposit to the reserve funds of the Homes Association relating to the Common Areas. This initiation assessment shall be in addition to the first regular monthly assessment payable to the Homes Association and all other assessments payable to the WhiteHorse Association with respect to such Lot.

C. Pursuant to Section 1 of Article X of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the owners of record of at least two-thirds (2/3rds) of the Lots, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Recording Office.

D. 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.

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

THE DEVELOPER:

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on November 20, 2003 by James W. Riffe, President of Riffe Home Building Company, a Missouri corporation.

Rhonda L. Sherman
Notary Public in and for Said County and State

Print Name: Rhonda L. Sherman

My Commission Expires:

04-11-05

Rhonda L. Sherman
Notary Public
State of Kansas
My Appt. Exp. 04-11-05

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Rebecca L. Davis T20030002682
Johnson Co ROD B:200312 P:000450

AMENDMENT TO
THE VILLAS OF WHITEHORSE
HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Villas of WhiteHorse, City of Leawood, Johnson County, Kansas:

Lots 1 through 5, 7 through 23, 26 through 29, 32, and 34 through 36

Dated: November 20, 2003

RIFFE HOME BUILDING COMPANY

By: _____
James W. Riffe, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on November 20, 2003 by James W. Riffe, President of Riffe Home Building Company, a Missouri corporation.

Rhonda L. Sherman
Notary Public in and for Said County and State

Print Name: Rhonda L. Sherman

My Commission Expires:

04-11-05

28007 / 58636
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Rhonda L. Sherman
Notary Public
State of Kansas
My Appt. Exp. 04-11-05

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Johnson Co ROD B:200312 P:000450