

THE BYLAWS, AS FOLLOWS, ARE FOR INFORMATIONAL PURPOSES ONLY. IF YOU REQUIRE A COPY OF THE ORIGINAL, YOU MAY OBTAIN ONE BY CALLING BARND'S BROTHERS VOICE MAIL LINE AT (913) 752-4182.

**BYLAWS
AS AMENDED APRIL 29, 1993
HOMESTEAD WOODS HOMEOWNERS ASSOCIATION, INC.
(A Kansas Non-Profit Corporation)**

ARTICLE I

NAME

1.1 **NAME.** The name of the organization shall be HOMESTEAD WOODS HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 **PURPOSE.** The corporation is organized and shall be operated exclusively for non-profit purposes. The specific purposes for which the corporation is organized is to operate a home owners association for the real estate known as Homestead Woods (Creek) in Johnson County, Kansas, to maintain and administer the common properties and facilities and to enforce all covenants, restrictions, easements and charges contained in the Declaration of Restrictions for Homestead Creek (the "Declaration") executed by Homestead, Inc., a Kansas corporation and filed with the Register of Deeds of Johnson County, Kansas, on July 6, 1987 and recorded as Instrument No. 1721599 in Volume 2622 at Page 24, to collect and disburse assessments and charges, and to engage in any lawful act or activity for which corporations may be organized under the general not-for-profit corporation laws of Kansas.

2.2 **MEMBER OBLIGATION.** All present or future members (as defined in Article III), or any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in the Declaration and these Bylaws. The mere acquisition of any of the lots (hereinafter referred to in the singular as "Lot" or in the plural as "Lots") of the property or the mere act of occupancy of said Lots will signify that the Declaration and Bylaws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 **DEFINITIONS.** Capitalized terms contained herein, which are not otherwise defined, shall have the same definition as set forth in the Declaration.

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3.2 MEMBERSHIP.

(a) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(b) The Association shall have two (2) classes of Membership:

(1) Class A. Class A Members shall be all Lotowners, with the exception of Homestead, Inc., a Kansas corporation ("Homestead"). When more than one person holds an interest in any Lot, all such persons shall be Members.

(2) Class B. Class B Member shall be Homestead.

3.3 VOTING RIGHTS.

(a) Each Class A Member shall be entitled to one (1) vote on each Lot owned; provided, however, when more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B Member shall be entitled to twenty-five (25) votes for each Lot owned.

(c) Approval of any action shall require the approval of a majority of all votes cast (irrespective of class of members) unless the Declaration specifically requires otherwise.

3.4 CERTIFICATION. At least fifteen (15) but no more than sixty (60) days before each annual meeting of Members, the Board of Directors thru the management company, shall determine and certify the number of Lots occupied by Lotowners, the number of Members of each Class eligible to vote and the Director positions to be elected by the Members.

3.5 NOTICE AND QUORUM.

(a) Except as set forth in paragraph (b) below, written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of members entitled to cast 25 percent of all votes (irrespective of class) shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meeting or meetings shall be 25 percent of all the members entitled to vote at such subsequent meeting (irrespective of class). No such subsequent meeting or meetings shall be held more than sixty days following the preceding meeting.

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(b) Written notice of any meeting called for the purpose of taking action with respect to any special assessment for capital improvements under Section 3 of Article VI of the Declarations shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members, in person or by proxy, entitled to cast 50 percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. If the required quorum is not present at any such subsequent meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the second subsequent meeting, or any subsequent meeting thereafter called for lack of a quorum, shall continue to be one-half of the required quorum at the initial meeting called for such purpose. In no event shall the required quorum fall below the presence of members entitled to cast twenty-five percent of all the votes of each class of membership. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6 **PROXIES.** Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Unless a proxy specifies a shorter time period, it shall be deemed valid for one year. Proxies may only be revoked by a writing filed with the Secretary, such revocation being effective upon actual receipt of the same by the Secretary. A proxy is void if it is not dated or purports to be revocable without notice.

ARTICLE IV

ADMINISTRATION

4.1 **ASSOCIATION RESPONSIBILITIES.** The Members constitute the Association and will have the responsibility of administering these Bylaws through the Association Board.

4.2 **PLACE OF MEETINGS.** All annual and special meetings of the Association shall be held at such suitable and convenient place as may be permitted by law and from time to time fixed by the Association Board and designated in the notices of such meetings.

4.3 **ANNUAL MEETINGS.** Annual meetings shall be held on or about the 15th day of October of each year.

4.4 **SPECIAL MEETINGS.** It shall be the duty of the President of the Association Board to call a special meeting of the Members, as directed by a petition approved by a majority of the Directors of the Association Board, or upon a petition signed by at least twenty percent (20%) of the Members and presented to the Secretary.

The President may also call for a special meeting upon his own initiative. The notice of any special meeting shall state the time and place of such meeting and the purpose or purposes thereof, including the items on the agenda, the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove an officer or Director of the Association Board. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.

4.5 ADJOURNED MEETING. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.6 ORDER OF BUSINESS. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting (unless waived).
- (d) Reports of officers (if any).
- (e) Reports of committees (if any).
- (f) Election of directors (if applicable).
- (g) Unfinished business (if applicable)

ARTICLE V

BOARD OF DIRECTORS

5.1 ASSOCIATION BOARD. The powers of the Association shall be vested in, exercised by, and under the authority of, and the affairs of the Association shall be controlled by, a Board of Directors consisting of seven (7) persons who are Members in good standing in the Association as outlined in 8.1. The Association Board, by a majority vote, shall exercise for and on the behalf of the Association all powers, duties and authority vested in or delegated to the Association.

5.2 POWERS AND DUTIES. The Association Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Homes Association. The Association Board may do all such acts and things that are not by these Bylaws or by the Declaration directed to be exercised and done by the Members.

5.3 OTHER POWERS. The Association Board may exercise the following powers, including by way of illustration and not obligation or limitation:

(a) **Assessments.** To levy assessments on the Owners of Lots or Living Units and to enforce payment of such assessments, all in accordance with the provisions of the Declaration.

(b) **Right of Enforcement.** The Association shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of any Lotowner or Lotowners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory or prohibitive injunction or otherwise, all of the provisions hereof.

(c) **Programs.** To plan and implement community programs and to conduct Association programs on or in Common Property.

(d) **Common Property.** To plan, design, acquire, improve, construct on, maintain, lease and equip the Common Property in any way deemed necessary or desirable by the Association Board. The Association may also enter into contracts, leases, or rental agreements for the purposes of providing recreational facilities.

(e) **Easements and Rights-of-Way.** To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Property and the property for the purposes of construction, erecting, operating or maintaining thereon, therein or thereunder (i) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio antenna facilities and other purposes, (ii) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (iii) any similar public or quasi-public improvements or facilities as may be considered necessary for the common good of said community. The Association Board can not approve of the conveyance and/or mortgage of the Common Property without the consent of a two-thirds (2/3) vote of the Class A Members present, either in person or by valid proxy, and entitled to vote at any such meeting at which a quorum is present.

(f) **Employment of Agents.** To employ the services of any person or corporation as manager (herein, "Manager"), together with other employees, to, as may be directed and delegated by the Association Board, manage, conduct and perform the business, obligations and duties of the Association and to enter into contracts for such purpose; provided, however, that no management contract shall exceed a term of one (1) year and such contract shall be cancellable for good cause shown by either party upon (30) days' written notice. Such employees shall have the right of ingress and egress over such portions of the property as is reasonably necessary for the purpose of performing such business, duties and obligations.

(g) **Insurance.** To obtain and maintain, to the extent reasonably available, such forms, types and amounts of insurance coverages as the Board, in its discretion, deems advisable. Types of insurance the Board may obtain shall include, but are not limited to, casualty insurance to cover damage or loss, up to the replacement cost, of improvements located upon real estate owned by the Association by reason of fire or other hazard covered by a standard extended coverage endorsement; casualty insurance to cover such other risks as shall customarily be covered with respect to property similar in construction, location and use; public liability insurance; workmen's compensation insurance to the extent necessary to comply with any applicable law; a legal expense indemnity endorsement, or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgement, or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; fidelity insurance against the dishonest acts on the parts of directors, managers, trustees, employees or volunteers; and such other insurance, including blanket policies of insurance for the common properties, if authorized by applicable Kansas law and by the Board of Directors of the Association.

(h) **Management of Improvements.** To manage and control for its members all public improvements upon and to the land in the Property, or improvements on the Common Property.

(i) **Trash Collection.** To provide for collection and disposal of rubbish and garbage which may accumulate from time to time on the Common Property.

(j) **Landscape Maintenance.** To care for, spray, trim, protect and replant trees on the Common Property, if necessary; to care for, protect and replant shrubbery, resow grass and replace sod in parks set aside for general use of Lotowners in the property, or in landscaped easements where the maintenance thereof is for the welfare and benefit of the Residents, Members and Lotowners in the judgement of the Association Board.

(k) **Maintenance of Vacant Lots.** To mow, care for, maintain and remove rubbish from vacant or unimproved property and to do any other such things necessary or desirable in the judgement of the Association Board to keep any vacant lot and the parking in front of any property neat in appearance and in good order. Expenses and charges which may accrue for maintenance of vacant lots will be charged to the owner of the vacant lot.

(l) **Maintenance of Public Rights-of-Way.** To provide for maintenance of any pedestrian ways, gateways, entrances, fountains, gardens, pools, lighting, water sprinkling systems, landscape easements, fences and ornamental features now existing or which may be hereafter erected or created in any public street or park or any Common Property.

(m) **Street Lighting.** To provide such lights as the Board may deem advisable.

(n) **Signs.** To erect and maintain signs for the marking of streets and safety signs for protection of children and other persons after such signs are approved by appropriate public authorities as necessary.

(o) **Security Protection.** To employ duly qualified officers for the purpose of providing such security protection as the Association Board may deem necessary or desirable in addition to the protection rendered by public authorities.

(p) **Acquisition of Real Estate.** To acquire and own title to such real estate as may be reasonably necessary in order to carry out the purpose of the Association and promote the health, safety, welfare and recreation of Lotowners; to pay taxes on real estate and facilities owned by it; and to pay such taxes as may be assessed against the Common Property.

5.4 ELECTION AND TERM OF OFFICE. The INITIAL Board of Directors shall be selected by the incorporator. Thereafter the Directors shall be elected at the Annual Meeting of the Members and shall be voted on in accordance with Section 3.3 of these Bylaws. Each Director shall hold office for a term of two (2) years and until his successor is duly elected, except in the event of earlier termination of his term of office by reason of death, resignation or removal from office. Terms of office shall be staggered to provide continuity of experience.

5.5 VACANCIES. Vacancies on the Association Board caused by any reason other than the removal of a Director by vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a two-thirds (2/3) vote of the Members present, either in person or by valid proxy, and entitled to vote at any such meeting at which a quorum is present, and a successor or successors may then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first meeting of the Association Board following election of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Director at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Association Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Association Board may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Association Board shall be given to each Director at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Association Board may be called by the President or Secretary, or upon the request of a majority of the Directors. The President or Secretary will give notice to each Director which notice shall state the time, place (as herein above provided) and purpose of the meeting.

5.10 BOARD OF DIRECTOR'S QUORUM. At any meeting of the Association Board, the presence at the beginning of such meeting of persons entitled to cast fifty percent (50%) of the votes on the Association Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Association Board.

5.11 FIDELITY BONDS. The Association may maintain adequate fidelity bonds for all officers, Directors, trustees, and employees of the Association and for all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, such bonds shall be maintained for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required hereunder shall not be less than the estimated maximum funds in the custody of the Association or the management agent, if any, at any given time during the term of the bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all lots. Such bonds shall also meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee;
- (b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the association as a common expense;

(d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association

ARTICLE VI

OFFICERS

6.1 **DESIGNATION.** The officers of the Association shall be a President, Vice President, Secretary and Financial Officer, all of whom shall be Directors of the Association Board and elected by the Association Board.

6.2 **ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Association Board at the organization meeting and shall hold office at the pleasure of the Association Board.

6.3 **REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the directors of the Association Board, any officer may be removed with or without cause, and his successor may be elected at any regular meeting of the Association Board or at any special meeting of the Association Board called for such purpose.

6.4 **PRESIDENT.**The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Members and the Association Board. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Members to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of HOMESTEAD WOODS HOMEOWNERS ASSOCIATION, INC.

6.5 **VICE PRESIDENT.** The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required from time to time by the Association Board.

6.6 **SECRETARY.**

(a) The Secretary shall keep the minutes of all meetings of the Association Board and the minutes of all meetings of the Members. The Secretary shall have charge of such books and papers as the Association may direct and shall in general, perform the duties incident to the office of Secretary. Some duties may be delegated to a Manager, with the approval of the Association Board, but the Secretary will remain responsible for monitoring the responsibilities delegated to that Manager.

(b) The Secretary shall compile and keep up to date a complete list of Members and their last known addresses as shown on the records of the Association. This

responsibility may be delegated to a Manager, with the approval of the Association Board, but the Secretary will remain responsible for monitoring the Manager. Such list shall be open for inspection at the Manager's office or at the home of the Secretary for inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

(c) The Secretary shall issue notices of all regular and special meetings of the Members and the Association Board as set forth in paragraphs 3.5, 4.4, 5.8, and 5.9 above.

6.7 FINANCIAL OFFICER.

(a) The Financial Officer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Association Board, provided, however, that a resolution of the Association Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Association Board, including authority to sign all checks of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income expenditures with review and approval by the Association Board to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

(b) The Financial Officer may, at his election and with approval of the Association Board, delegate many or all of his duties to a Manager (Refer to 5.3(f)) with the exception of signing all checks. Checks in the amount of \$500.00 or more must be signed by the Manager and countersigned by the Financial Officer. If the Financial Officer elects to delegate his responsibilities to a Manager, he must closely monitor the activities of the Manager and will remain ultimately responsible to the Association Board and to the Members for accuracy and completeness.

(c) Promissory notes will be signed by both the President and the Secretary (after review and approval of the Association Board) as outlined in ARTICLE XII.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

INDEMNIFICATION. The Association shall indemnify every Director or Officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party in connection with his being or having been a Director or

Officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in performance of his duty as such Director or Officer. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expense; provided, however, nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any Member who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an Owner of a Lot covered thereby.

ARTICLE VIII

OBLIGATIONS OF THE MEMBERS

8.1 **ASSESSMENTS.** All Members shall be obligated to pay the Assessments imposed pursuant to the approved Association Budget, and any user fees, Annual or Special Assessments as defined in the Declaration. The Assessments shall be due in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, or to hold office, within the meaning of these Bylaws, only if such Member is current in the Assessments, user fees, Annual and Special Assessments made or levied against him.

8.2 **GENERAL.**

(a) Each Member shall comply strictly with the provisions of the Declaration.

(b) Each Member shall always endeavor to observe and promote the purposes for which the Property was built.

8.3 **USE OF COMMON PROPERTY.** Each Member may use the Common Property in accordance with the purposes for which they were intended.

ARTICLE IX

AMENDMENT TO BYLAWS

BYLAWS. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose. No amendment shall take effect unless approved by

Members representing at least fifty percent (50%) of the aggregate ownership interest of Lotowners in the Property. In no event shall the Bylaws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

ARTICLE X

NON-PROFIT ASSOCIATION

NON-PROFIT PURPOSE. The corporation is irrevocably dedicated to, operated exclusively for, non-profit purposes; no part of the income or assets of the corporation shall be distributed to, nor inure to the benefit of, any of its members, officers, directors or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. It shall be considered conflict of interest for the business of an Association Board Member or the business of the spouse or a member of the immediate family of an Association Board Member to provide services to the Association for a fee. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, nor intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on: (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States Internal Revenue law; or (b) by a corporation, contributions to which are deductible under Section 170(c) (2).

ARTICLE XI

PRINCIPAL OFFICE

ADDRESS. The principal office of the Association may be located at such suitable and convenient place as shall be permitted by lawn and designated by the Directors. Such place is designated as the then current President's home or the management company's office.

ARTICLE XII

EXECUTION OF INSTRUMENTS

AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances.

BYLAWS

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, COMPLETE AND CORRECT COPY OF THE BYLAWS OF HOMESTEAD WOODS HOMEOWNERS ASSOCIATION, INC., A KANSAS NON-PROFIT CORPORATION, AS AMENDED AT A SPECIAL HOMES ASSOCIATION MEETING HELD APRIL 29, 1993.

DATED AS OF THE 29TH DAY OF APRIL, 1993.

SIGNED:

Bob Lewis, Secretary

THE DECLARATIONS, AS FOLLOWS, ARE FOR INFORMATIONAL PURPOSES ONLY. IF YOU REQUIRE A COPY OF THE ORIGINAL, YOU MAY OBTAIN ONE BY CONTACTING THE REGISTER OF DEEDS OFFICE AT THE JOHNSON COUNTY COURTHOUSE OR CONTACT BARND'S BROTHERS VOICE MAIL LINE AT (913) 752-4182.

DECLARATION OF RESTRICTIONS FOR HOMESTEAD CREEK

This Declaration is made this 30th of JUNE 1987 by HOMESTEAD, INC. A Kansas Corp. hereinafter called Owner.

ARTICLE I

STATEMENT OF INTENT

Owner owns the real estate commonly known as HOMESTEAD CREEK in Johnson County, Kansas, as more specifically identified in the Addendum to this Declaration. Owner desires to provide for the preservation of values in the development of said property for residential purposes and for the maintenance of facilities, and therefore, desires to subject the subject real estate to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property. In connection with the maintenance of certain portions of said real estate, it is the intent and desire of Owner to incorporate Homestead Creek Homes Association as a not-for-profit corporation, which Association shall have powers of maintaining and administering the common properties and facilities and enforcing the covenants and restrictions and collecting and disbursing assessments and charges.

THEREFORE, the Owner hereby declares that the subject real estate be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the described proportions or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE II

DEFINITIONS

For the purpose of these Restrictions, the following words shall be defined as follows:

- (1) "Association" shall mean and refer to Homestead Creek Homes Association, a Kansas not-for-profit corporation.
- (2) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as Homestead Creek which Owner may in its discretion include.
- (3) "Common Properties" shall mean and refer to all open spaces, street islands, and frontage on certain lots of Homestead Creek to be held in the name of the Owner or its successor, the Association, and dedicated to the common use and enjoyment of all the lotowners and residents of the properties.
- (4) "Lot" shall mean and refer to any separately-owned parcel as may be shown by any recorded subdivision plat of the properties, with the exception of Common Properties as heretofore defined.

(5) "Dwelling" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(6) "Lotowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure.

(7) "Owner" shall mean and refer to Homestead, Inc., a Kansas Corporation, its successors and assigns.

(8) "Front Property Line" shall mean the property line of any lot abutting the right-of-way of any street.

(9) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

ARTICLE III

Section 1.

Use of Lots

Only one single-family dwelling may be constructed upon any lot conveyed for residential purposes.

No boats, trucks, trailers, buses, campers, or recreational vehicles, tractors, or mowers shall be parked on the driveway, front, side or back yards, for a period of more than two (2) weeks at a time; or if the same becomes an annoyance or nuisance to the neighborhood. No radio, television, satellite dish, or any other type of transmitting or receiving antennae may be erected or maintained outside of or on top of any residence on any of the lots without the prior written consent of Owner. No windmills or wind driven electrical generating systems of any type may be erected or maintained outside of or on top of any residence on any of the lots without the prior written consent of Owner. No solar or sun energy systems of any type may be erected or maintained outside of or on top of any residence on any of the lots without prior written consent of Owner.

Section 2.

Setback Lines

No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots nearer to the front street or the side street than is the front building line or the side building line shown on the final plat of any phase of Homestead Creek in which such residence is located, as such final plat is recorded in the office of the Register of Deeds of Johnson County, Kansas. The first plat of Homestead Creek is recorded in said office at book 66 of Plats, at page 7. Provided, however, that Homestead, Inc., a Kansas Corporation shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such lot, to change any building line that is shown on said plat on any such lot or lots, so long as the change conforms to such front, rear and side setback lines as are contained in the Municipal Building Code for the City of Olathe, Kansas, as the same is now enforced or may hereafter be amended.

Section 3.

Dwelling Site

Any residence one story in height erected on any of said lots zoned R-1 shall contain a minimum of sixteen hundred (1600) square feet of enclosed floor area. The word "enclosed floor area" as used herein shall mean and include in all cases area on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence, and shall not mean or include any area in basement, garage, porch or attic finished or unfinished. No residence erected on any of said lots shall be more than two stories in height, unless consented to in writing by the Owner. Owner shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one residence may not exceed twenty (20) percent of such minimum floor area requirement for such residence.

Section 4.

Approval of Plans

No residence or outbuilding may be erected on the above described property unless and until the plans, elevations, location and grade thereof have been submitted to the Owner and by it, approved in writing; nor shall any change, alteration, or addition be made in the exterior of any such residence or outbuilding after the original construction thereof (including, but not limited to room additions, decks and patios or coverings therefor, and other exterior alterations), until approval thereof has been given, in writing, by the Owner. Architectural control in the properties shall be solely the function of the Owner. Owner may, at its option, delegate all or any part of the function of architectural control to the Board of Directors of the Association. If such delegation is made, architectural control shall be the function and obligation of the Board of Directors, and it may not be delegated to a separate architectural control committee or similar group. Any such delegation by the Owner of all or part of its architectural control function to the Board of Directors of the Association shall not be effective unless done in writing and signed by a person authorized to act on behalf of the Owner.

Section 5.

Walls and Roofs

Exterior walls of all buildings, structures, and appurtenances thereto shall be made of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass blocks, or any combination thereof. Windows, doors and louvres shall be of wood or metal and glass. Roofs shall be covered with wood shingles, wood shakes, composition shingles, asphalt shingles, built-up asphalt, slate or tile. Exteriors, except roofs and shake sidewalls shall be covered with not less than two coats of good paint or stain. (No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction.) In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three (3) months.

Section 6.

Temporary Dwellings

No structure of a temporary nature and no trailer, mobile home, basement, tent, garage, barn or other outbuilding shall at any time be used as a residence. No residence shall be moved from another location to any lot herein.

Section 7.

Fences

All fences are to be of wood construction and a maximum height of six (6) feet.

Section 8.

Animals

No animal of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, as long as they are in compliance with the Municipal Code for the City of Olathe, Kansas, as the same is now enforced or may hereafter be amended.

Section 9.

Driveways

All driveways must be improved with hard surface, consisting of a minimum of four (4) inches of reinforced concrete or other materials approved in writing by Owner. Gravel driveways or driveways consisting of a crushed rock base with prime and seal coat will not be permitted.

Section 10.

Signs

No sign, advertisements, billboards, or advertising structures, of any kind may be erected or maintained on any of said lots without the consent, in writing, of Owner; provided, however, that permission is hereby granted for erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than seven (7) square feet in size and may be used for the sale and exclusive purpose of advertising for sale or lease the lot or tract upon which it is erected.

Section 11.

Oil Tanks

No tanks for the storage of fuel may be maintained on any of the lots hereby restricted, above the surface of the ground, without the consent in writing of Owner.

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Section 12.

Trash and Nuisances

No trash, garbage, ashes, junk, junk cars, or other refuse or debris shall be thrown, dumped, or placed on any lot, on the streets, or the common properties, or be permitted to accumulate or remain on any lot. Noxious weeds and plants shall be kept seasonably mowed and dead or unsightly growth removed on improved lots.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including mechanical work on automotive or other equipment of any kind.

It is understood that Owner shall retain the right to keep and maintain such materials and equipment they deem to be reasonably necessary to further development of this and adjacent property owned by Owner.

Section 13.

Miscellaneous Provisions

- A. **Garage Doors:** All doors on garages located on the lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal therefrom of motor vehicle.
- B. **Exterior clotheslines and poles:** No exterior clothesline or poles may be erected or maintained on any of the lots hereby restricted unless approved by Owner in writing.
- C. **Exterior Christmas lights and/or decorations:** No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.
- D. **Garage, porch or basement sales:** No garage, porch or basement sales may be conducted on any of the lots hereby restricted without the prior consent in writing by Owner.
- E. **Dogs running at large:** Dogs shall be confined. No dogs shall be allowed to run at large on the property hereby restricted.
- F. **Exterior basketball goals:** No exterior basketball goals shall be erected on any of the lots hereby restricted, without prior consent in writing by the Owner.
- G. **Swimming pools:** No above ground swimming pools may be constructed or maintained on any of the lots hereby restricted without prior consent in writing by Owner.
- H. **Greenhouses:** No greenhouses may be constructed or maintained on any of the lots hereby restricted, without prior consent in writing by Owner.
- I. **Air conditioners:** No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.
- J. **Light:** No bright light (Mercury Vapor or Sodium) shall be placed on the exterior of any structure or constructed separately without the written consent of Owner.

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Section 14.

Utilities

All utilities from Owner's source into building sites shall be underground. Owner reserves the right to locate, erect, construct, maintain, and use or authorize the location, erection,

construction, maintenance, and use of drains, sanitary and storm sewers, gas and water main and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements therefor over and upon any part of said land described herein.

Section 15.

Home Occupations

No business or occupation shall be conducted upon or managed from any dwelling in the properties, except as allowed by ordinances of the City of Olathe, Kansas, as home occupations. Any business or occupation for which a special use permit is required, or which is otherwise not allowed as a home occupation by ordinances of the City of Olathe, Kansas, shall not be conducted or managed from any dwelling in the Properties without the prior written consent of the Owner.

Section 16.

Landscape Easement

All portions of the Properties reserved, set aside or granted as a landscape easement or license, as indicated by mark, symbols or legend on any plat of land contained within the Properties and filed with the Office of the Register of Deeds of Johnson County, Kansas, shall be interpreted as the grant by Owner of an easement or license on, over and across any land so indicated to Homestead Creek Homes Association. Said easement or license shall give the Association the right to enter upon, over and across any land on which such an easement or license is granted, for the purpose of improving, maintaining, landscaping, designing, and otherwise controlling the design and appearance of any area so indicated.

ARTICLE IV

HOMES ASSOCIATION

Section 1.

Every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2.

The association shall have two classes of voting membership:

Class A. Class A members shall be all lot owners, with the exception of the Owner (Homestead, Inc., a Kansas Corp.) and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Owner Homestead, Inc., a Kansas Corp. and shall be entitled to twenty-five (25) votes for each lot owned.

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Section 3.

Articles of Incorporation and Bylaws

Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be set forth in its Articles of Incorporation and Bylaws. In any event, if any provisions set forth in this Declaration applicable to notice, voting and quorum requirements are in conflict with any

provisions of Kansas laws applicable to not-for-profit corporations on the date of this Declaration, or at any time after said date, the applicable provisions of Kansas law shall control.

ARTICLE V

COMMON PROPERTIES

Section 1.

Owners' Right to Retain

The Owner may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as in the opinion of the Owner, the association is able to maintain the same. The Owner or its assigns, shall have a right over all streets to develop adjacent land and Owner shall have a right of access on all streets for the purpose of developing adjacent land.

Section 2.

Lot Owners' Easements of Enjoyment

Every lot owner shall have a right and easement of enjoyment in and to the common properties which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common properties;
- (b) The right of the association to suspend the voting rights and right to use of the recreational facilities by a lot owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

Section3.

Delegation of Use

Any lot owner may delegate, in accordance with the bylaws, its right of enjoyment to the common properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments

The Owner, for each lot owned within the properties, hereby covenants, and each lot owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. His personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2.

Purpose of Assessments

The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common properties. The Board of Directors of the Association will have the power to fix the assessments, both annual and special, in such amounts as the Board shall determine, in its descretion.

Section 3.

Special Assessment for Capital Improvements

In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the common properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person at a meeting called for this purpose.

Section 4.

Notice and Quorum for any Action Authorized Under Section 3

Written notice of any meeting called for the purpose of taking any action authorized under section 3 of this article shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members entitled to cast 50 percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting

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shall be one-half (1/2) of the required quorum at the preceding meeting. If the required quorum is not present at any such subsequent meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the second subsequent meeting, or any subsequent meeting thereafter called for lack of a quorum, shall continue to be one-half of the required quorum at the initial meeting called for such purpose. In no event shall the required quorum fall below the presence of members entitled to cast twenty-five percent of all the votes of each class of membership. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 5.

Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6.

Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall be estimated, determined and billed in advance for the coming calendar year. The annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every lot owner subject thereto. The due date shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the association as to the status of assessments on the lot is binding upon the association as of the date of its issuance.

Section 7.

Effect of Non-Payment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the prime lending rate as established by the First National Bank of Kansas City, Missouri, as of the due date of the assessment. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability or the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 8.

Subordination of Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE VIII

GENERAL PROVISIONS

Section 1.

Property Subject To This Declaration: Additions Thereto

1. **Existing Property.** The Real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration as of the date of this declaration is that property more specifically identified in the addendum to this declaration.

2. **Additions to Existing Property.** Owner reserves the right to add additional real estate to this declaration in any of the following manners:

(a) If Owner is the owner of any real estate located in Homestead Creek subdivision to the City of Olathe, Johnson County, Kansas, or non-platted land abutting said subdivision, Owner may add any part thereof to this declaration without the consent of Class A members of the association at any time by filing of record a supplementary declaration of covenants, conditions and restrictions, which shall subject said additional real estate and all improvements thereon to all covenants, conditions, restrictions and easements set forth in this declaration. Said supplementary declaration may contain such additional covenants, conditions and restrictions applicable solely to said additional real estate as may be necessary or desirable as determined by the Owner. In no event, however, shall such supplementary declaration modify or add to the covenants established by this declaration for the existing property without the written consent, obtained after at least thirty (30) days notice, of sixty percent (60%) or more of the Class A memberships and all Class B memberships of the association.

Section 2.

Duration

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owner, or its successors and assigns, or by the lotowner of any real estate subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by then lotowners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every lotowner at least sixty (60) days in advance of any action taken.

Section 3.

Notices

Any notice required to be sent to any member of lotowner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or lotowner on the records of the Owner or Association at the time of such mailing.

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Section 4.

Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both and against the land to enforce any lien created by these covenants and failure by the Association or any lotowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.

Severability

In the event any one of these covenants or restrictions are held invalid by a Judgment or court order, this shall in no way effect any other provisions which shall remain in full force and effect.

Section 6.

Amendment

By written consent of the owners of the area of land within the district as then constituted; evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended.

Section 7.

Insurance

The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, such forms, types and amounts of insurance coverage as the Board, in its discretion, deems advisable. Types of insurance the Board may obtain shall include, but are not limited to, casualty insurance to cover damage or loss, up to the replacement cost, of improvements located upon real estate owned by the Association by reason of fire or other hazard covered by a standard extended coverage endorsement; casualty insurance to cover such other risks as shall customarily be covered with respect to property similar in construction, location and use; public liability insurance; workmen's compensation insurance to the extent necessary to comply with any applicable law; a legal expense indemnity endorsement, or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers; and such other policies of insurance, including blanket policies of insurance for the common properties, if authorized by applicable Kansas law and by the Board of Directors of the Association.

HOMESTEAD, INC.
A Kansas Corporation

By: Denis C. Stewart, President

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STATE OF KANSAS
COUNTY OF JOHNSON

BE IT REMEMBERED, That on this 30th day of June, 1987, came Denis C. Stewart, who is personally known to me to be the same person who executed the within instrument of writing on behalf of HOMESTEAD, INC., A Kansas Corporation, and duly acknowledged the execution of the same.

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

Mary Ellen Shields, Notary Public

**HOMESTEAD CREEK
DECLARATION OF RESTRICTIONS
SECOND PLAT**

THIS DECLARATION, made as of the 4th day of March, 1988, by the Declarant, Denis C. Stewart, President, HOMESTEAD, INC. a Kansas Corporation,

WITNESSETH:

WHEREAS, The Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a Second Plat of the subdivision known as "Homestead Creek, 2nd Plat" which plat was recorded on July 29, 1987, in Book 67 of Plats at Page 11; and

WHEREAS, such plat adds the following lots to the subdivision of Homestead Creek (the "Additional Lots") to wit:

Lots 65 through 109 all in Homestead Creek, 2nd Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof:

and

WHEREAS, the Declarant, 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 Homestead Creek Declaration of Restrictions, dated as of June 30, 1987 (the "Original Declaration"), executed by Homestead, Inc. and filed with the Register of Deeds of Johnson County on July 6, 1987 and recorded as instrument No. 1721599 in Volume 2622 at Page 24.

NOW, THEREFORE, in consideration of the premises, Declarant for himself, and for his successors and assigns, and for his future grantees, hereby agree and declare 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 Article VIII, Section I 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 subjected to the provisions thereof.

In witness whereof, THE UNDERSIGNED HAS CAUSED THIS Declaration to be duly executed as of the date first above written.

**HOMESTEAD, INC.
A Kansas Corporation**

BY: _____
**DENIS C. STEWART,
President**

STATE OF KANSAS

COUNTY OF JOHNSON

On this 4TH day of March, 1988, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared:

Homestead, Inc. a Kansas Corporation by Denis C. Stewart President

to me personally known to be the same person who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Brenda M. Fasching

My Commission Expires

HOMESTEAD CREEK
DECLARATION OF RESTRICTIONS
THIRD PLAT

THIS DECLARATION, made as of the 30th day of September, 1988, by the Declarant, Denis C. Stewart, President, HOMESTEAD, INC. a Kansas Corporation,

WITNESSETH:

WHEREAS, The Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a Third Plat of the subdivision known as "Homestead Creek, 3rd Plat" which plat was recorded on July 27, 1988, in Book 70 of Plats at Page 29: and

WHEREAS, such plat adds the following lots to the subdivision of Homestead Creek (the "Additional Lots") to wit:

Lots 110 through 167 all in Homestead Creek, 3rd plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof:

and

WHEREAS, the Declarant, 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 Homestead Creek Declaration of Restrictions, dated as of June 30, 1987 (the "Original Declaration"), executed by Homestead, Inc. and filed with the Register of Deeds of Johnson County on July 6, 1987 and recorded as instrument No. 1721599 in Volume 2622 at Page 24.

NOW, THEREFORE, in consideration of the premises, Declarant for himself, and for his successors and assigns, and for his future grantees, hereby agree and declare 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 Article VIII, Section I 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 subjected to the provisions thereof.

In witness whereof, THE UNDERSIGNED HAS CAUSED THIS Declaration to be duly executed as of the date first above written.

HOMESTEAD, INC.
A Kansas Corporation

Denis C. Stewart
President

HOMESTEAD CREEK
DECLARATION OF RESTRICTIONS
THIRD PLAT (cont'd)

**STATE OF KANSAS
COUNTY OF JOHNSON**

On this 30th day of September, 1988, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared: Denis C. Stewart, President, Homestead, Inc. a Kansas Corporation, to me personally known to be the same person who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Mary Ellen Shields, Notary Public