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SARA F. ULLMANN
REGISTER OF DEEDS

This instrument filed by
Security Land Title Company

LIONSGATE VILLAS
DECLARATION OF RESTRICTIONS

4000

THIS DECLARATION is made as of the 19 day of April, 1999, by Synergy Development Alliance, L.C., a Kansas limited liability company.

WITNESSETH:

WHEREAS, Synergy Development Alliance, L.C. has executed and filed with the Register of Deeds of Johnson County, Kansas a plat of the subdivision known as "LionsGate Villas"; and

WHEREAS, such plat creates the subdivision of LionsGate Villas, composed of the following described lots, to-wit:

> Lots 1 through 39 and Tracts A through G, LIONSGATE VILLAS, a subdivision of land in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

WHEREAS, Synergy Development Alliance, L.C., as the present owner and developer of the above-described lots, 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 Synergy Development Alliance, L.C. and its future grantees, successors and assigns;

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

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

(a) "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 Villas of LionsGate, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(c) "District" means all of the property, including the above-described lots and all Common Areas, which from time to time are subject to the LionsGate Area Homes Association Declaration, as amended and supplemented, from time to time, relating to the Homes Association.

(d) "Developer" means Synergy Development Alliance, L.C., a Kansas limited liability company, and its successors and assigns.

(e) "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.

(f) "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 at or near the entrance of any street or along any street, and any easements related thereto, in the District, (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 District, (iii) the Green Areas, and (iv) 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 District, whether or not any "Common Area" is located on any Lot.

(g) "Green Areas" means all lake and green areas that may be platted in the District as a tract and not as a residential lot.

(h) "Homes Association" means LionsGate Area Homes Association, Inc., a Kansas not-for-profit corporation, formed by the Developer for the purpose of serving as the homes association for the Subdivision and other nearby subdivisions.

(i) "Exterior Structure" means any structure 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, trampoline, sand box, playhouse, treehouse or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(j) "Subdivision Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer stating that all or, at the Developer's discretion, substantially all of the Lots in the Subdivision (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Subdivision Certificate of Substantial Completion or similar instrument in lieu thereof in its 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.

(k) "Approving Party" means (i) prior to the recording of the Subdivision Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Subdivision Certificate of Substantial Completion, the Homes Association (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

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

(m) "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 reside in the Subdivision and shall be appointed by and serve at the pleasure of the Board) (subject to the term limitations and other provisions of Section 14 below).

(n) "City" means the City of Overland Park, Kansas.

(o) "Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date under this Declaration.

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 sales agencies) authorized by the Developer from using temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes during the development and build out of the District.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, plate glass, glass blocks, or any combination thereof. No exterior walls shall be covered with masonite or lap siding or 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. Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes or, with the specific written approval of the Developer in its absolute discretion, comparable-looking materials. Flat roofs, or roofs with a pitch of less than three inches per foot, shall be covered with tin,

built up asphalt, wood shingles, wood shakes or, with the specific written approval of the Developer in its absolute discretion, comparable-looking materials. 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 Developer in its absolute discretion, shall be acceptable upon written approval by the Developer in its absolute discretion.

(b) All applicable exterior components (excluding roofs, brick, stone, stucco and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) 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 foundation walls which are exposed above final grade shall be painted the same color as the residence or covered with the same material as the surrounding 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, and all fireplace flues shall be capped with a black or color-conforming metal rain cap.

(e) Except as otherwise permitted by the Developer in writing, all residences shall have a house number plate in the style(s) approved by the Developer, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the Developer.

(f) 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 to permit access to a street across a real lot line.

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

4. Minimum First Floor Area. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least 1,800 square feet on the first floor. Finished floor area shall exclude any finished garages and similar 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, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Developer or, in the case of Exterior Structures 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 and shall designate those trees to be removed.

(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, elevation and colors 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 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 and compliance therewith or for the quality or composition of any soil. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Developer may approve or supply shall be sufficient or adequate or that the Lots will drain properly or drain to any Owner's or other person's satisfaction.

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 office of the Register of Deeds of Johnson County, Kansas.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within three months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within 12 months after such 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 its original sale price. 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.

(b)

(i) No fences shall be permitted on the Lots (except where installed by or for the Developer and except around patios and swimming pool areas). All fences around patios and swimming pool areas shall in the specific designs, materials and colors approved by the Developer. All walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood.

(ii) All decks shall be in the specific designs, materials and colors approved by the Developer. The Developer shall have the right to require that certain portions of decks be painted.

(iii) No above-ground type swimming pools shall be permitted. No swimming pools shall be permitted on the Lots bordering the lake. All hot tubs shall be located in the patio area. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(iv) The following Exterior Structures shall be prohibited: basketball goals, swing sets and play structures, animal runs, trampolines, tennis courts, paddle tennis courts, tree houses, detached greenhouses and other detached outbuildings.

(v) 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 Approving Party anywhere in the District 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; Repainting; 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 from maintaining an office area in his residence in accordance with the applicable ordinances of the City.

(b) No noxious or offensive activity shall be carried on with respect to any Lot; nor shall any grass clippings, 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 District, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and all Exterior Structures shall be kept and maintained by the Owner in good condition and repair at all times. Each residence shall be repainted by the Owner every four years or less. Any exterior color change must be approved 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 of any type or character in public streets, 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 a passenger automobile, passenger van or small truck), truck, bus, boat, trailer, camper 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 except during such time as such truck is actually being used for the specific purpose for which it is designed.

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

(i) Storing in an enclosed garage;

(ii) Temporary parking for the purpose of loading and unloading (maximum of one consecutive night and one night 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 under any Federal statute or be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the 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 20 inches in diameter) may be installed and screened, with the prior written consent of the Approving Party, so as not to be readily visible from the street or any Lot. The Approving Party shall have the right to establish rules and regulations binding upon all of the Lots and specific requirements for each Lot, regarding the location, size, landscaping and other aesthetic aspects of such small satellite dishes so as to control the impact thereof on the Subdivision, and all parts thereof.

(h) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

(i) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 15. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior landscape 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 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 its Owner to remain in damaged condition for longer than three months.

(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 in a manner approved by the Approving Party.

(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 realtor 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 or lease. For newly constructed homes offered for sale, only a realtor sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a realtor 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 the sale is being held, provided such signs are removed within 24 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 for up to three weeks before the election but must be removed within 24 hours after the election.

No sign offering a residence for lease or rent shall be permitted.

(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 yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary.

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. Prior to occupancy, and in all events within six months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the Approving Party. No lawn shall be planted with zoysia or buffalo grass. Prior to occupancy, and in all events within six months following commencement of construction of the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include a minimum expenditure of $3,000.00 on foundation plantings in the front yard plus at least one hardwood tree of two inch or more caliper in the front yard (in addition to any trees planted by the Developer)) and in accordance with the plans approved by the Developer.

All Lots shall have a sprinkler system installed (with a keyed control panel 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 each 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 and manner determined by the Developer, to assure such installation when weather permits.

No vegetable gardens shall be allowed outside of the patio area.

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 shown on any recorded plat of the District or any Common Area. All utility

easements and rights-of-way shall inure to the benefit of all utility companies, including, without limitation, the Johnson County Unified Wastewater District, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line or service 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 for the purpose of performing the duties of the Homes Association and maintaining any Common Area.

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

13. Common Areas.

(a) The Developer and its successors, assigns, and grantees, as Owners, 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 District 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 nearby the Green Areas shall prevent erosion and pollutant discharges and runoff onto the Green Areas.

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

(i) No docks or other structures shall be built into or over any lake other than by the Developer or the Homes Association.

(ii) No automobiles or motorized vehicles of any kind shall be allowed in the Green Areas.

(iii) No swimming or wading shall be allowed in any lake.

(iv) There shall be no cleaning of fish at the Green Areas.

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

(vi) 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.

(vii) The Developer and the Homes Association shall have reasonable access through all Lots to the shore line for maintenance of the shore, lake and dam.

(f) Subject to the foregoing, 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.

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 provisions of this subsection (a) shall not apply until the Turnover Date. Until such 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. 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. 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.

(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 seven 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. Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any 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.

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 16, 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 office of the Register of Deeds of Johnson County, Kansas 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 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 appropriate 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, 2029, 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, 2029, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2029, 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 Subdivision Certificate of Substantial Completion, the Developer.

(b) Anything set forth in this Section 18 to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording an appropriate instrument in writing for such purpose, if (i) either the Veteran's Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the District or any part of the District or any Lot in the District, for federally-approved mortgage financing purposes under applicable Veteran's Administration or Federal Housing Administration or similar programs, laws and regulations, or (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the District.

(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 such other adjacent or nearby (without reference to any street, golf course, park or right-of-way) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion.

20. Waiver of Claims. To the extent the Subdivision is the subject of a Interim Unilateral Development Agreement between the Developer and the City, the Developer, for itself and all future grantees of any of the Lots, and their successors and assigns, hereby:

(a) waives any and all claims or causes of action against the City or any other party, for or relating to escrows paid (including interest thereon) to the City, special assessments levied against any portion of the Lots, or thoroughfare right-of-way dedicated or condemned for any adjacent road from any plat containing the Lots or otherwise condemned for any adjacent road, in any such case for thoroughfare construction with respect to any of the Lots or the platting thereof; and

(b) waives any right to institute any proceeding against the City or any other party for any claim or cause of action for damages, injunctive relief, refund, expenses or injury to persons or property arising out of the payment of money or the dedication of any right-of-way pursuant to any Interim Unilateral Development Agreement between the Developer (or any prior owner of the land now constituting the Lots) and the City or arising out of compliance by any party with any of the terms and conditions of such Interim Unilateral Development Agreement.

21. 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.

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

THE DEVELOPER:

SYNERGY DEVELOPMENT ALLIANCE, L.C.

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: _____
Bobby F. Sailors, Venturer

BY: ELLIS ASSOCIATES, LLC, Member

By: SAUL ELLIS AND COMPANY, INC., Member

By: _____
Saul Ellis, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on April 19th, 1999 by Saul Ellis, President of Saul Ellis and Company, Inc., a Kansas corporation in its capacity as a member in and on behalf of Ellis Associates, LLC, 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, 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 Synergy Development Alliance, L.C., a Kansas limited liability company.

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

Print Name: Cindy Peterson

My Commission Expires:
October 3rd, 2000

CINDY K. PETERSON
Notary Public - State of Kansas
My Appt. Expires 10/3/00

18005 / 28469
SNWOO 114693

ACC

2995665 RECEIVED JUN 28 1999

This instrument filed by Security Land Title Company

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

1400 1999 MAY 28 P 4:55

SARA E. ULLMANN
REGISTER OF DEEDS

LIONSGATE VILLAS
HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 19 day of April, 1999, by LionsGate Development Alliance, L.C., a Kansas limited liability company (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "LionsGate Villas", which is part of the area known as "LionsGate "; and

WHEREAS, such plat adds the following lots to the area known as "LionsGate" (the "Villas Lots"), to wit:

> Lots 1 through 39, and Tracts A through G, LIONSGATE VILLAS, a subdivision in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the Villas Lots, desires to subject the Villas Lots to the covenants, assessments, charges and other provisions contained in that certain LionsGate Area Homes Association Declaration, dated as of March 8, 1996, executed by the Declarant and filed with the Office of the Register of Deeds of Johnson County, Kansas on April 29, 1996, and recorded as Instrument No. 2591626 in Book 4864 at Page 76, as amended by Amendment recorded as Instrument No. 2901043 in Book 5899 at Page 717 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, Declarant, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Villas 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 Villas Lots to all of the provisions of the Original Declaration as though the Villas Lots had been originally described therein and subject to the provisions thereof.

Notwithstanding the foregoing, the Villas Lots shall be subject to the following additional covenants, assessments, charges and other provisions (with capitalized terms not defined herein having the meanings set forth in the Original Declaration):

1. The following shall be additional duties and obligations of the Homes Association under subsection 2 of Article III of the Original Declaration with respect to, and paid for solely by, the Villas Lots:

(a) The Homes Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas (excluding designated natural areas), on all Villas Lots, and shall trim trees along the street on the Villas Lots, but such services shall not include the replanting or reseeding of sod or grass, the replacement of trees, the trimming of trees not located along the streets, the care of bushes, shrubbery, gardens or flowers, or the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Homes Association.

(b) 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 Villas Lots, 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 and the Homes Association shall not pay for any water used by the sprinkler system (such water being the responsibility of the Owner).

(c) The Homes Association shall provide snow (but not ice) removal for driveways, front sidewalks and front porches on the Villas Lots as soon as possible when the accumulation reaches two inches or more; provided, however, that if the portions of a particular Villas Lot as to which the Association is to provide snow removal are of a size or are constructed of materials that significantly increase the cost of snow removal for that Villas Lot when compared to the average cost per Villas Lot, the Owner of such Villas Lot shall be responsible for directly paying or reimbursing the Homes Association for the additional costs of snow removal attributable to such Villas Lot.

The Board shall establish a committee (the "Villas Committee") for purposes of exercising the authority and duties of the Homes Association relating solely to the Villas Lots and the expenditure of assessments contributed solely by the Villas Lots for purposes of the Villas Lots, as set forth in this Section 1. All persons serving on the Villas Committee shall be representatives of the Developer or Owners of the Villas Lots. The Villas Committee shall have the right to further determine the scope and timing of the foregoing services and shall have the right to establish, maintain and expend reserve funds for the services to be provided by the Homes Association under this Section 1.

The Homes Association may engage the services of a management company or other person or entity to assist, carry out and perform the functions of the Homes Association with respect to the Villas Lots described above and the handling of the assessments payable solely by the Villas Lots. The expenses of such other parties shall be paid solely by the Villas Lots.

2. In addition to the annual assessments payable by each Lot in the District (including the Villas Lots), each of the Villas Lots shall be subject to and shall pay supplemental annual assessments (on a monthly basis) and special assessments as follows:

(a) For the purpose of providing the Homes Association a special fund to enable the Homes Association to satisfy its duties and obligations described in Section 1 above, each Villas Lot [beginning with the earlier of the initial occupancy of the residence

or the issuance of a certificate of occupancy (temporary or permanent) thereon] shall be subject to a supplemental annual assessment to be paid to the Homes Association by the respective Owners of the Villas Lots. The amount of such supplemental annual assessment shall be fixed by the Villas Committee each year and until further action of the Villas Committee shall be $1,200.00 per year ($100.00 per month) commencing in 1999. The rate of such supplemental annual assessment upon each Villas Lot may be (a) increased by the Villas Committee from time to time, without a vote of the Owners of the Villas Lots, by up to 25% over the rate of supplemental annual assessment in effect on the preceding January 1st, or (b) by up to 100% over the rate of supplement annual assessment in effect on the preceding January 1st, by a vote of the Owners of Villas Lots at a meeting called (in whole or in part) for that purpose and of which notice is duly given and if the Owners of a majority of the Villas Lots present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote therefor; provided, however, that the Villas Committee, without a vote of the Owners of the Villas Lots, shall always have the power to set, and shall set, the rate of supplemental annual assessment at an amount that will permit the Homes Association to perform its duties and obligations for the Villas Lots as described in Section 1 above.

(b) In addition, the Villas Lots shall be subject to special assessments from time to time as assessed by the Villas Committee to enable the Homes Association to perform its duties and obligations described in Section 1 above that require any expenditure by the Homes Association during any period in an amount in excess of the supplemental annual assessments received from the Villas Lots under paragraph (a) above.

(c) In the event an Owner fails to properly maintain, repair, repaint, and replace any improvements on the Owner's Villas Lot, the Homes Association, acting through the Villas Committee and after giving adequate notice to the Owner of the need for the maintenance, repair, repainting, or replacement, may enter onto the Villas Lot to perform such maintenance, repair, repainting, or replacement. The Homes Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Villas Lot and shall be a special assessment against and lien upon the Villas Lot.

(d) The assessments described in paragraphs (a), (b) and (c) above shall be liens upon the Villas Lots and shall be due and payable as provided in Articles IV, V and VI of the Original Declaration.

3. The provisions of Sections 1 and 2 above 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 Villas Lots as then constituted and (ii) prior to the recording of the Certificate of Substantial Completion with respect to the Villas Lots, the Developer.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed as of the date first above written.

THE DEVELOPER:

SYNERGY DEVELOPMENT ALLIANCE, L.C.

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: _____
Bobby F. Sailors, Venturer

BY: ELLIS ASSOCIATES, LLC, Member

By: SAUL ELLIS AND COMPANY, INC., Member

By: _____
Saul Ellis, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on April 19th, 1999 by Saul Ellis, President of Saul Ellis and Company, Inc., a Kansas corporation in its capacity as a member in and on behalf of Ellis Associates, LLC, 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, 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 Synergy Development Alliance, 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:
October 3rd, 2000

CINDY K. PETERSON
Notary Public - State of Kansas
My Appt. Expires 10/3/00

18005 / 28469
SNWOO 114761

ACC

2995665 RECEIVED JUN 28 1999

This instrument filed by
Security Land Title Company

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

1400 1999 MAY 28 P 4: 55.5

SARA F. ULLMANN
REGISTER OF DEEDS

LIONSGATE VILLAS
HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 19 day of April, 1999 by Cityscape Development Alliance, L.C., a Kansas limited liability company (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "LionsGate Villas", which is part of the area known as "LionsGate "; and

WHEREAS, such plat adds the following lots to the area known as "LionsGate" (the "Villas Lots"), to wit:

> Lots 1 through 39, and Tracts A through G, LIONSGATE VILLAS, a subdivision in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the Villas Lots, desires to subject the Villas Lots to the covenants, assessments, charges and other provisions contained in that certain LionsGate Area Homes Association Declaration, dated as of March 8, 1996, executed by the Declarant and filed with the Office of the Register of Deeds of Johnson County, Kansas on April 29, 1996, and recorded as Instrument No. 2591626 in Book 4864 at Page 76, as amended by Amendment recorded as Instrument No. 2901043 in Book 5899 at Page 717 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, Declarant, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Villas 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 Villas Lots to all of the provisions of the Original Declaration as though the Villas Lots had been originally described therein and subject to the provisions thereof.

Notwithstanding the foregoing, the Villas Lots shall be subject to the following additional covenants, assessments, charges and other provisions (with capitalized terms not defined herein having the meanings set forth in the Original Declaration):

1. The following shall be additional duties and obligations of the Homes Association under subsection 2 of Article III of the Original Declaration with respect to, and paid for solely by, the Villas Lots:

(a) The Homes Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas (excluding designated natural areas), on all Villas Lots, and shall trim trees along the street on the Villas Lots, but such services shall not include the replanting or reseeding of sod or grass, the replacement of trees, the trimming of trees not located along the streets, the care of bushes, shrubbery, gardens or flowers, or the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Homes Association.

(b) 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 Villas Lots, 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 and the Homes Association shall not pay for any water used by the sprinkler system (such water being the responsibility of the Owner).

(c) The Homes Association shall provide snow (but not ice) removal for driveways, front sidewalks and front porches on the Villas Lots as soon as possible when the accumulation reaches two inches or more; provided, however, that if the portions of a particular Villas Lot as to which the Association is to provide snow removal are of a size or are constructed of materials that significantly increase the cost of snow removal for that Villas Lot when compared to the average cost per Villas Lot, the Owner of such Villas Lot shall be responsible for directly paying or reimbursing the Homes Association for the additional costs of snow removal attributable to such Villas Lot.

The Board shall establish a committee (the "Villas Committee") for purposes of exercising the authority and duties of the Homes Association relating solely to the Villas Lots and the expenditure of assessments contributed solely by the Villas Lots for purposes of the Villas Lots, as set forth in this Section 1. All persons serving on the Villas Committee shall be representatives of the Developer or Owners of the Villas Lots. The Villas Committee shall have the right to further determine the scope and timing of the foregoing services and shall have the right to establish, maintain and expend reserve funds for the services to be provided by the Homes Association under this Section 1.

The Homes Association may engage the services of a management company or other person or entity to assist, carry out and perform the functions of the Homes Association with respect to the Villas Lots described above and the handling of the assessments payable solely by the Villas Lots. The expenses of such other parties shall be paid solely by the Villas Lots.

2. In addition to the annual assessments payable by each Lot in the District (including the Villas Lots), each of the Villas Lots shall be subject to and shall pay supplemental annual assessments (on a monthly basis) and special assessments as follows:

(a) For the purpose of providing the Homes Association a special fund to enable the Homes Association to satisfy its duties and obligations described in Section 1 above, each Villas Lot [beginning with the earlier of the initial occupancy of the residence

or the issuance of a certificate of occupancy (temporary or permanent) thereon] shall be subject to a supplemental annual assessment to be paid to the Homes Association by the respective Owners of the Villas Lots. The amount of such supplemental annual assessment shall be fixed by the Villas Committee each year and until further action of the Villas Committee shall be $1,200.00 per year ($100.00 per month) commencing in 1999. The rate of such supplemental annual assessment upon each Villas Lot may be (a) increased by the Villas Committee from time to time, without a vote of the Owners of the Villas Lots, by up to 25% over the rate of supplemental annual assessment in effect on the preceding January 1st, or (b) by up to 100% over the rate of supplement annual assessment in effect on the preceding January 1st, by a vote of the Owners of Villas Lots at a meeting called (in whole or in part) for that purpose and of which notice is duly given and if the Owners of a majority of the Villas Lots present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote therefor; provided, however, that the Villas Committee, without a vote of the Owners of the Villas Lots, shall always have the power to set, and shall set, the rate of supplemental annual assessment at an amount that will permit the Homes Association to perform its duties and obligations for the Villas Lots as described in Section 1 above.

(b) In addition, the Villas Lots shall be subject to special assessments from time to time as assessed by the Villas Committee to enable the Homes Association to perform its duties and obligations described in Section 1 above that require any expenditure by the Homes Association during any period in an amount in excess of the supplemental annual assessments received from the Villas Lots under paragraph (a) above.

(c) In the event an Owner fails to properly maintain, repair, repaint, and replace any improvements on the Owner's Villas Lot, the Homes Association, acting through the Villas Committee and after giving adequate notice to the Owner of the need for the maintenance, repair, repainting, or replacement, may enter onto the Villas Lot to perform such maintenance, repair, repainting, or replacement. The Homes Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Villas Lot and shall be a special assessment against and lien upon the Villas Lot.

(d) The assessments described in paragraphs (a), (b) and (c) above shall be liens upon the Villas Lots and shall be due and payable as provided in Articles IV, V and VI of the Original Declaration.

3. The provisions of Sections 1 and 2 above 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 Villas Lots as then constituted and (ii) prior to the recording of the Certificate of Substantial Completion with respect to the Villas Lots, the Developer.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed as of the date first above written.

THE DEVELOPER:

SYNERGY DEVELOPMENT ALLIANCE, L.C.

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: _____
Bobby F. Sailors, Venturer

BY: ELLIS ASSOCIATES, LLC, Member

By: SAUL ELLIS AND COMPANY, INC., Member

By: _____
Saul Ellis, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on April 19th, 1999 by Saul Ellis, President of Saul Ellis and Company, Inc., a Kansas corporation in its capacity as a member in and on behalf of Ellis Associates, LLC, 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, 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 Synergy Development Alliance, 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:
October 3rd, 2000

CINDY K. PETERSON
Notary Public - State of Kansas
My Appt. Expires 10/3/00

18005 / 28469
SNWOO 114761