

**AMENDED AND RESTATED
SWITZER LAKE ESTATES
HOMES ASSOCIATION DECLARATION**

THIS DECLARATION is made as of the 6th day of March, 2011, by Oxford Pointe Homes Association, Inc., a Kansas not-for-profit corporation (the "Association") and the persons executing this Declaration in their capacities as owners of lots that are governed hereby ("Owners").

WITNESSETH:

WHEREAS, plats of the subdivision known as "Oxford Pointe" have previously been filed with the Register of Deeds of Johnson County, Kansas, which plat includes the following described lots and tracts (collectively, the "Subdivision"):

Lots 1 through 84, and Tract A, Switzer Lake Estates, a subdivision
in the City of Overland Park, Johnson County, Kansas.

WHEREAS, the real property constituting the Subdivision is subject to that certain Switzer Lake Estates Homes Association Declaration, as amended, which has been previously filed with the Register of Deeds of Johnson County, Kansas, as Document No. 1185469 in Book 1376, Page 132, and amended by Document No. 1398830 in Book 1838, Page 150 (collectively, the "Original Declaration");

WHEREAS, the parties executing this Declaration desire to amend, restate and replace the Original Declaration in its entirety so that it reads as set forth in this Declaration and is binding upon the entire Subdivision; and

WHEREAS, the Association and the Owners desire to maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises contained herein, the parties executing this Declaration hereby amend, restate, and replace the Original Declaration in its entirety so that it reads as set forth in this Declaration.

ARTICLE I. DEFINITIONS

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

- (a) "Board" means the Board of Directors of the Homes Association.
- (b) "City" means the City of Overland Park, Kansas.
- (c) "Common Areas" means (i) Tract A of Switzer Lake Estates, including the Common Lake, (ii) any entrances, monuments, berms, street islands, and other similar

ornamental areas and related utilities, lights, sprinkler systems, trees and landscaping constructed or installed by or for the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in the Subdivision, (iii) all platted landscape easements and all other landscape easements that may be granted to the Homes Association, for the use, benefit and enjoyment of all Owners within the Subdivision, 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 Subdivision.

(d) "Common Lake" means the lake located on Tract A of Switzer Lake Estates, the use, benefit, and enjoyment of which is intended for all of the Owners within the Subdivision.

(e) "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.

(f) "Homes Association" or "Association" means Oxford Pointe Homes Association, Inc., a not-for-profit corporation.

(g) "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 owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of periodic and special assessments due with respect thereto from time to time, such adjacent property under common ownership shall constitute such whole or partial number of Lots as may be specified in writing by the Homes Association, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(h) "Owner" means the record owner(s) of title to any Lot.

(i) "Private Lakes" means the bodies of water located on the Private Lake Lots, the use, benefit, and enjoyment of which is intended exclusively for the Owners of the Private Lake Lots.

(j) "Private Lake Lots" means Lots 1 through 8, and Lots 27 through 32, of Switzer Lake Estates.

(k) "Recording Office" means the Office of the Register of Deeds of Johnson County, Kansas or such other governmental office in which deeds, mortgages and other instruments relating to real property in Johnson County, Kansas are to be recorded to give public notice thereof.

(l) "Subdivision" means collectively all of the above Lots in Switzer Lake Estates, all Common Areas, and all additional property (if any) which hereafter may be made subject to this Declaration in the manner provided herein.

ARTICLE II. HOMES ASSOCIATION MEMBERSHIP

Each Owner of a Lot shall be a member of the Homes Association.

Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot for which he is the Owner; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members, and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot. During any period in which a member is in default in the payment of any assessment levied by the Homes Association under this Declaration, the voting rights of such member on issues of assessments and fees shall be suspended until such assessment has been paid in full.

Subject to the foregoing, the Homes Association shall be the sole judge of the qualifications of each Owner to vote and to participate in its meetings and proceedings of the Homes Association.

ARTICLE III. POWERS AND DUTIES OF THE HOMES ASSOCIATION

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

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

(b) To own, lease and otherwise deal with real property and personal property.

(c) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Common Areas, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(d) To maintain public liability, worker's compensation, fidelity, property coverage, director and officer liability, indemnification and other insurance with respect

to the activities of the Homes Association, the Common Areas and the property within the Subdivision.

(e) To levy the assessments and other charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments and related charges.

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

(g) To enter into and perform agreements with developers, other homes associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the Subdivision, and the sharing of expenses associated therewith.

(h) To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Homes Association, including, without limitation, keeping of books and records, operating and maintaining Common Areas, and planning and coordination of activities.

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

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

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

(l) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, those regarding the use of Common Areas) and to provide means to enforce such rules, regulations, restrictions and guidelines, and the recorded declarations, by establishing, levying and collecting fines and other enforcement charges and taking such other lawful actions as the Homes Association, in its discretion, deems appropriate.

(m) To borrow funds from a lending institution on behalf of the Homes Association to fund activities related to the Homes Association's obligations hereunder, including, without limitation, maintenance, repair, and replacement of the Common Areas.

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

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

(a) To the extent not provided as a service by any governmental authority, the Homes Association shall provide for the normal collection and disposal of rubbish and garbage for each residence one day per week (which day, if possible, shall be the same for all residences). The Homes Association, however, shall not be obligated to provide or pay for any recycling services, except where required by law.

(b) The Homes Association shall be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Common Areas (except any part thereof that is within any Lot and has not been landscaped or otherwise improved by or for the Homes Association), subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

(c) The Homes Association shall be responsible for properly repairing, replacing, and maintaining the Private Lakes, subject to reimbursement or funding for such expenses from special assessments upon the Private Lake Lots as provided herein.

3. The Board, in its discretion, may cause the Homes Association to provide other services for the Lots that are not part of the required services described above. The Board shall have the right to determine the scope and timing of the required and discretionary services to be provided by the Homes Association, and shall have the right (but not the obligation) to establish, maintain and expend reserve funds for the improvements on the Common Areas and the services to be provided by the Homes Association. Neither the Homes Association, nor any of its officers, directors, managers, representatives or agents shall be liable to any Owner or other party for any failure to establish or maintain any such reserves or if any such reserves are inadequate.

ARTICLE IV. ANNUAL ASSESSMENTS

1. For the purpose of providing funds to enable the Homes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the Subdivision shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such annual assessment per assessable Lot shall be fixed periodically by the Board, subject to Section 2 below, and, until further action of the Board, shall be \$550.00 per year.

2. The rate of annual assessment upon each Lot in the Subdivision may be increased as to and for each calendar year:

(a) By the Board from time to time, without a vote of the members, by up to 20% over the rate of annual assessment in effect for the preceding calendar year; or

(b) At any time by any amount by a vote of the members at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase.

Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Homes Association to perform its duties as specified in Section 2 of Article III above.

3. The annual assessments provided for herein shall be based upon the calendar year (commencing in 2011) and shall be due and payable on August 1st of each year; provided, however, that the Board may allow the annual assessment to be paid in two or more installments during the year. If the effective date of any increase in the rate of assessment is other than January 1st, a proper portion (as determined by the Board) of the amount of such increase for the remainder of such year shall be due and payable on such effective date.

ARTICLE V. SPECIAL ASSESSMENTS

1. In addition to the annual assessments provided for herein, the Board:

(a) shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent (I) a fine has been assessed by the Homes Association against the Owner or (II) the Homes Association expends any money (for services, materials, and legal fees and expenses) to correct or eliminate (by enforcement, self-help or otherwise) any breach by such Owner of this Declaration or any other agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair such Lot or any improvement thereon);

(b) shall have the authority to levy from time to time special assessments against each and every Lot then subject to annual assessments under Article IV in an equal amount that is sufficient, when aggregated, to enable the Homes Association (I) to perform its duties, as specified in Section 2(a) and (b) of Article III above, that require any expenditure during any period in an amount in excess of the general and reserve funds of the Homes Association available therefor, (II) to pay the costs of any emergency expenditures deemed necessary by the Board and (III) to pay the costs of any capital improvements approved by a vote of the members at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the votes of the members present at such meeting (in person or by proxy) and entitled to vote thereon authorize such special assessment for the proposed capital expenditure by an affirmative vote, and

(c) shall have the authority to levy from time to time special assessments against each and every Private Lake Lot in an equal amount that is sufficient, when aggregated, to enable the Homes Association (I) to perform its duties, as specified in

Section 2(c) of Article III above, (II) to pay the costs of any emergency expenditures deemed necessary by the Board relating to the Private Lakes and (III) to pay the costs of any capital improvements relating to the Private Lakes approved by a majority vote of the Owners of the Private Lake Lots.

2. In the event an Owner fails properly to maintain, repair, repaint, or replace any improvements on the Owner's Lot, the Homes Association, acting through the Board and after giving adequate notice to the Owner of the need for the maintenance, repair, repainting, or replacement, may enter onto the Lot and 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 Lot and shall be a special assessment against the Owner and the Owner's Lot.

3. If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board of Directors, or any committee, or any individual director, officer or committee member of the Homes Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, Board of Directors, committee, or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees and court costs. Such recovery right shall constitute a special assessment against the Owner and the Owner's Lot.

4. Each special assessment shall be due and payable by the Owner of the Lot upon the Homes Association giving written notice of the special assessment to the Owner of the Lot, shall be a lien on the Lot until paid in full, and shall be enforceable as provided in this Declaration.

ARTICLE VI. DELINQUENT ASSESSMENTS

1. Each assessment regarding a Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Homes Association on the Lot against which it is levied as soon as the assessment becomes due. Should any Owner fail to pay any assessment with respect to the Owner's Lot in full within 30 days after the due date thereof, then such assessment shall be delinquent, the Owner shall be charged a late fee of the greater of \$25.00 or 10% of the unpaid amount, and the unpaid amount shall bear interest at the rate of 10% per annum, compounded monthly (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent assessment and the lien on the Lot. Should the Homes Association engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including, without limitation, court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner(s) of the Lot, jointly and severally, at the time when the assessment became due.

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

hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such assessments to the extent applicable to periods prior to the earlier of (i) the entry of the order allowing such foreclosure, or (ii) the execution of a deed in lieu thereof, but shall not release such Lot from liability for any assessment applicable to periods thereafter. If the Owner or any creditor of the Owner (other than the applicable first mortgage lender) subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

3. Payment of a delinquent assessment with respect to a Lot may be enforced by judicial proceedings against the Owner personally and/or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the Recording Office, and/or the office of the Clerk of the District Court for Johnson County, Kansas, whenever any assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$300.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot and which fee amount may be increased by the Board from time to time to reflect cumulative increases in an appropriate consumer price index (as selected by the Board) after December 31, 2010.

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

5. The Homes Association may cease to provide any or all of the services (including, without limitation, use of Common Areas and trash services), except for those services which, if withheld, would endanger the health, safety, or property of any person, to be provided by or through the Homes Association with respect to any Lot during any period that the Lot is delinquent on the payment of an assessment due under this Declaration, and no such cessation of use privileges or services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner may waive or otherwise avoid liability for any assessment by not using any Common Areas or by declining any services provided through the Homes Association.

6. No claim of the Homes Association for assessments and charges shall be subject to setoffs or counterclaims made by any Owner. To the extent permitted by law, each Owner hereby waives the benefit of any redemption, homestead and exemption laws now or hereafter in effect, with respect to the liens created pursuant to this Declaration.

7. Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Lots and the Subdivision, and are necessary for the continued provision of services, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

ARTICLE VII. LIMITATION ON EXPENDITURES

Except for matters contemplated in Section 2 of Article III above, the Homes Association shall at no time expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus and available reserves which it may have on hand from prior years. The Homes Association shall not have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for (i) contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years, and (ii) matters contemplated in Section 2 of Article III above.

ARTICLE VIII. NOTICES

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

2. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the Owner at the address of the Lot. Notice to one co-Owner shall constitute notice to all co-Owners.

ARTICLE IX. AMENDMENT AND TERMINATION

1. This Declaration also may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Homes Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75% or more of the full number of directors on the Board of the Homes Association and then approved by the members of the Homes Association at a duly held meeting of the members of the Homes Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least 60% of the Lots.

2. If the rule against perpetuities or any rule against restraints on alienation or similar restriction 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 individual(s) signing this Declaration on behalf of the Homes Association and the now-living descendants of the individual(s) signing this Declaration on behalf of the Homes Association as of the date of such execution.

ARTICLE X. COVENANTS RUNNING WITH THE LAND

1. All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. 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 provisions of this Declaration as applied to the Lot owned by such Owner. The provisions of this Declaration shall not benefit nor be enforceable by any creditor of the Homes Association in such capacity as a creditor.

2. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under 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 or default.

3. No waiver of any violation or default 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.

ARTICLE XI. GOVERNING LAW AND SEVERABILITY

1. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

2. 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.

ARTICLE XII. COMMON LAKE AND PRIVATE LAKES

1. The Homes Association, or upon its failure, the Owners of all Lots within the Subdivision, shall be solely responsible for properly maintaining the Common Lake, including, without limitation, obviating the effects of detrimental erosion or other damage caused by the flow of water and other materials into the Common Lake from the surrounding property.

2. The Homes Association, or upon its failure, the Owners of the Private Lake Lots, shall be solely responsible for properly maintaining the Private Lakes, including, without limitation, obviating the effects of detrimental erosion or other damage caused by the flow of water and other materials into the Private Lakes from the surrounding property; provided, however, the expenses of such maintenance of the Private Lakes shall be borne by the Owners of the Private Lake Lots as provided in this Declaration.

3. **By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with lakes. The Homes Association and the officers, directors, managers, representatives and agents of the Homes Association shall have no liability or responsibility to any Owner or other party with**

respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Homes Association and/or any officer, director, manager, representative or agent of the Homes Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the lakes, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

IN WITNESS WHEREOF, the Association and the Owners executing this Declaration have caused this Declaration to be duly executed.

THE ASSOCIATION:

OXFORD POINTE HOMES
ASSOCIATION, INC.

By: [Signature]
Name: Kelly Bauer
Title: President

By: [Signature]
Name: Laurie A. Tuley
Title: Secretary

ACKNOWLEDGEMENT

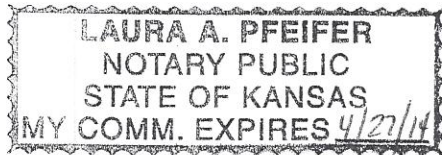
STATE OF KANSAS)
) ss.
COUNTY OF Johnson)

On this 6th day of March, 2011, before me, Kelly Bauer,
Laura A Pfeifer, a Notary Public in and for said State,
personally appeared Kelly Bauer and and
Laurie A Tuley, to me personally known, who being
by me duly sworn (or affirmed), did say that such individuals are the President and Secretary,
respectively, of the Oxford Pointe Homes Association, Inc., a Kansas not-for-profit corporation, and
that said instrument was signed and delivered in behalf of said corporation by authority of its Board
of Directors and said persons acknowledged said instrument to be the free act and deed of said
corporation and that said corporation has no corporate seal.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at
my office in said county and state on the day and year last above written.

My Commission Expires:

4-27-14
[SEAL]



Laura A Pfeifer
Notary Public in and for said County and
State

Print Name: Laura A. Pfeifer