

Accom

HOMES ASSOCIATION DECLARATION

STONECREEK OF PARKHURST, 1ST PLAT

STATE OF KANSAS }  
COUNTY OF JOHNSON }  
FILED FOR RECORD

1999 JUL -9 P 3-26

SARA FULLMANN  
REGISTER OF DEEDS

4000

THIS HOMES ASSOCIATION DECLARATION, made as of this 6th day of July, 1999  
by the undersigned, PARKHURST PARTNERS, L.L.C., a Kansas limited liability company.

WHEREAS, PARKHURST PARTNERS, L.L.C., a Kansas limited liability company  
("Developer"), is the owner of the real property described on Exhibit "A" attached hereto and  
has filed that certain Declaration of Restrictions for "Stonecreek of Parkhurst, 1st Plat" in the  
Office of the Register of Deeds of Johnson County, Kansas at Volume 6245, at Page 578 on  
\_\_\_\_\_, 1999; and

WHEREAS, the Developer is now developing portions of the above-described land and  
Developer desires to create and maintain a residential neighborhood possession features of more  
than ordinary value to the said community; and

NOW, THEREFORE, in order to assist it and its grantees in providing the means  
necessary to bring about the development of the above-described land, the Developer does now  
and hereby subjects all of the land described on Exhibit "A" attached hereto to the covenants,  
charges and assessments set forth and contained in this Declaration, subject, however, to the  
limitations hereinafter specified.

DEFINITIONS OF TERMS USED.

The term "District" as used in this Declaration shall mean all of the real property  
described on Exhibit "A" attached hereto (referred to as "Parkhurst") and such additional lands  
as may be added to the District as set forth below. The term "Lot", as used herein, shall mean  
any numbered lot as platted, which may consist of one or more numbered lots or part or parts

of one or more numbered lots, as platted, upon which a residence may be erected in accordance with the "Restrictions" hereinafter defined. The term "Association" shall mean and refer to the Parkhurst Homes Association. The term "Public Place" as used herein shall be deemed to mean all streets, and similar places the use of which is expressly dedicated to or set aside for the use of the general place on said plat. The term "Common Areas" as used herein shall be deemed to mean any tract, designated as such on said plat, located within the District as it exists from time to time, which tracts shall be owned, managed and maintained by the Parkhurst Homes Association for the use, benefit and enjoyment of the present and future owners of land within the District. The term "Owners" as used herein shall mean those persons or corporations who may from time to time own land within the District. The term "Restrictions" as used herein shall specifically include those contained in the "Declaration of Restrictions" of Stonecreek of Parkhurst filed in the office of the Register of Deeds, Johnson County, Kansas aforesaid, and all amendments thereto.

#### SECTION 1. MEMBERSHIP IN ASSOCIATION

The Owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, known as the "PARKHURST HOMES ASSOCIATION" or such similar name as may be available ("Association") which has been heretofore or will be incorporated under the laws of the State of Kansas as a corporation not for profit. Membership in the Association shall be limited to the Developer and Owners of land within the boundaries of the District as it exists from time to time, as hereinafter set forth.

## SECTION 2. VOTING RIGHTS

The Parkhurst Homes Association shall have two (2) classes of voting membership, as follows:

Class A. Each Owner of a Lot in Parkhurst shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot owned by him, her or it in fee simple title. Provided, however, that until a residence is completed and occupied in good faith on a lot, the Developer shall be entitled to the vote of the lot owner, and purchase of a lot subject to this Declaration shall constitute the purchaser's proxy to Developer for the aforesaid purpose. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Developer shall be a Class B member. The Developer shall have the right to appoint a majority of the Board of Directors of the Association and shall have the right to approve and power to veto any and all actions of the Association. Class B membership of the Developer shall continue until Developer owns no land in the District (including lands added as set forth below) or until Developer relinquishes its Class B membership, whichever first occurs. For purposes of voting requirements herein, the Class B member shall have twenty (20) votes for each lot owned by it, in addition to the right to approve and power to veto set forth above.

(1) The voting rights of a Class A member shall be suspended for any period during which any assessment described herein, including interest and fees, remains unpaid.

(2) The Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules for the use of any recreational facility, including one or more swimming pools, located within a Common Area.

(3) At any regular or special meeting of the Association, members may cast their vote in person or by proxy.

(4) Except as hereinbefore provided, the Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(5) Unless the context clearly indicates to the contrary, decisions by the Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.

### SECTION 3. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the owner thereof shall have subjected his, her or its land to the terms of this Declaration and to the assessments herein provided for. For purposes hereof, accepting title to land within the District after the recording of this Declaration shall satisfy the foregoing requirements.

### SECTION 4. OTHER LANDS - HOW THEY MAY BE ADDED

Developer, at its discretion, may from time to time add to the District such land as now or hereinafter owned or approved for addition by it, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and all amendments thereto.

## SECTION 5. USE OF COMMON AREAS

The Owners of land within the District shall have the exclusive right to the use of all Common Areas within the District as it from time to time exists.

The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas and implement the terms of this Declaration and the Declaration of Restrictions as the context requires.

## SECTION 6. POWERS AND DUTIES OF THE ASSOCIATION

(1) The Association shall have the following powers and duties:

(a) To care for, spray, trim, protect, replace and replant trees, shrubbery, bushes, flowers, grass and sod in the Common Areas set aside for the exclusive use of the Owners in the District.

(b) To provide, maintain, protect and, when necessary, design, construct, reconstruct and replace protective lighting within the District when adequate service of that type is not available from any public source.

(c) To provide for the maintenance of any gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said District in any public street or park, or on any land set aside for the exclusive use of the Owners in the District; and also to provide for the maintenance of any streams or natural water-courses within the District.

(d) To provide for the operation and maintenance of and also to establish and enforce rules for the use by the members of any tennis courts, swimming pools, playgrounds, beach areas, green areas and parking areas which

now exist or which may hereinafter be included, created, owned or erected by the Association in the District.

(e) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the semipublic places or common areas within the District.

(f) To enforce, either in its own name or in the name of any Owner within the District, any or all building or other restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such District, either in the form as originally placed thereon or as modified subsequently thereto, and impose and collect fines for violations of such restrictions; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declaration, contract, plats or certificate of survey in which such restrictions or reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as provided for herein. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do so from enforcing in his own name any such restrictions.

(g) To manage and control as trustee for its members all improvements, including storm water improvements, located upon common areas in the District, provided that such management and control of said improvements shall at all times be subject to that had and exercised by the City, County, and State, or any one of them in which the land within the District is located.

(h) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the District neat in appearance and in good order.

(i) To exercise control over such easements as it may acquire from time to time.

(j) To provide for the collection and disposal of rubbish and garbage, in the discretion of the Board of Directors of the Association.

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

(2) The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem it necessary or desirable, to-wit:

(a) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(b) To provide such lights as the Association may deem advisable on gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(c) To provide for the cleaning of streets, gutters, catch basins and sidewalks and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(d) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(e) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(f) To contract for the services of consultants, managers, accountants and attorneys.

#### SECTION 7. METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, each Lot within the District, owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence, shall be subject to an annual general fund assessment which may be levied by the Association from year to year, which assessment shall be paid to the Association annually or at such other times as the Association may determine in advance. Anything to the contrary herein notwithstanding, the Developer, in



its sole discretion, shall fix the amount of annual assessment, for so long as Developer owns land within the District (including land added to the District). Thereafter, the Board of Directors of the Association shall from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for each Lot owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence. Assessments shall commence either upon occupancy of the home or by completed sale, whichever comes first. The assessment for the year in which the dwelling is erected shall be determined on the basis of date of the occupancy permit and will be prorated on a 365-day year basis.

(2) The maximum annual assessment upon each Lot as aforesaid may be increased by the Board of the Association on all the Lots in the District by an amount not exceeding fifty percent (50%) of the preceding year annual assessment which the Association may levy against such Lot and collect from year to year; provided, that the preceding year annual assessment upon each Lot as aforesaid may be increased on all the Lots in the District by an amount not exceeding one hundred percent (100%) of the previous annual assessment applicable to said Lot, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, seventy-five percent (75%) of the votes of the Class A members present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefor. The Association shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the said Board deems reasonably necessary.

(3) Unless the increases provided for in paragraph (2) of this Section 7 are specifically limited by the resolutions in which they are contained to be for a specified period, they shall continue to be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of seventy-five percent (75%) of the members present in person or by proxy, or by action taken under the terms of paragraph (5) of this Section 7 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) Whenever the Board of Directors of the Association may deem it advisable to submit to the members a proposal under paragraph (2) of this Section 7 for increasing or decreasing the amount of the annual assessments, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting; such notice must be deposited in the United States mail at a post office within twenty (20) miles of Lenexa, Kansas, not less than fifteen (15) days prior to the date of such special meeting.

(5) The first general assessment hereunder shall be for the calendar year beginning January 1, 2000, and shall be due and payable thirty (30) days after such assessment; future assessments shall be due and payable on January 1st of each year thereafter. Within fifteen (15) days from the levying of each assessment, the Association shall notify all Owners of assessable Lots whose addresses are listed with the Association of the amount of such assessment. Failure of the Association to levy the assessment prior to January 1st of each year for the next

succeeding fiscal year beginning on January 1st shall not invalidate any such assessment subsequently made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is levied subsequent to the 1st day of December which precedes such fiscal year then such assessment shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Developer shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a prorated basis for the period of time ending December 31, 1999. The Board of Directors of the Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(6) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required, unless otherwise provided herein.

(7) The Owner of each Lot subject to an annual assessment as herein provided in paragraph of this Section 7 shall by acceptance of a Deed to such Lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lot in accordance herewith, and said Association is hereby granted the power to proceed against such Owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

(8) The Board of Directors of the Association shall be empowered to levy and collect an initiation fee in an amount not greater than one-half of the then yearly general assessment from the first purchaser of each dwelling.

#### SECTION 8. LIEN ON REAL ESTATE

(1) The assessment provided for herein shall become a lien on the real estate against which it can be levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay the assessment within thirty (30) days from the date same is levied, then such assessment, from the thirtieth (30th) day after it has been levied shall bear interest at the maximum rate of interest then allowed in Kansas on judgments.

(2) Within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessments shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of nonpayment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the property described therein a fee of the greater of One Hundred Fifty Dollars (\$150.00) or one year's general assessment as described in Section 7(1) above, which fee is hereby declared to be a lien upon the real estate so described in said

certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(3) Such liens shall continue for a period of five (5) years from the date of delinquency or the maximum amount allowed by law, whichever is longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

#### SECTION 9. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any calendar year than the total amount of the general assessment for that particular year plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the general assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for periods up to three (3) years for utilities, trash removal and equipment and property maintenance, it being the intention that the assessments for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for the purposes set forth above.

#### SECTION 10. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the Owners of the land within the District, insofar as their addresses are listed with the Association, of the new address.

#### SECTION 11. DEVELOPER ACTING FOR ASSOCIATION

Until relinquished as set forth below, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment in writing of such rights. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to the Association any or all of the rights, reservations and privileges reserved by it in this Section 11, and upon such assignment or conveyance being made, the Association shall exercise and assume such rights.

#### SECTION 12. TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith,

then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, penalties for violation thereof and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitation of its rights to contract as are herein provided.

#### SECTION 13. AMENDMENT

Upon the affirmative vote of 66% of the votes of Class A members in person or by proxy at a meeting called for such purpose, and with the approval of the Class B member (so long as Class B membership exists), evidenced by a Declaration duly executed and acknowledged by such Class A and Class B members and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended. Provided, however, that the Developer retains the right to amend this Declaration, in its sole discretion, as it may relate to land added pursuant to Section 4 above.

#### SECTION 14. HOW TERMINATED

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the affirmative vote of ninety percent (90%) of the outstanding total votes of Class A and approval of the Class B member (so long as Class B membership exists), and shall be evidenced by an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

## SECTION 15. COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon their successors and assigns.

## SECTION 16. CONTRIBUTIONS MADE BY DEVELOPER

As conditions precedent to the development of the District, Developer has been required to pay to the City of Lenexa and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

## OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING DECLARATION TO CERTAIN REAL PROPERTY

The Developer, as legal owner of all of the real property described herein, shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved and under the ownership or control of Developer, or its assigns. For purposes hereof, "unimproved" shall mean that no finished residence has been erected thereon. The Developer specifically reserves the right carry



on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 6th day of July, 1999.

PARKHURST PARTNERS, L.L.C., a  
Kansas limited liability company

"Developer"

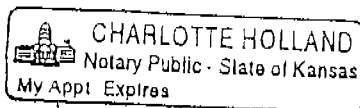
Rodrock Homes, Inc., Presiding Member

By: Carol E. Rodrock  
Darol E. Rodrock, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 6th day of July, 1999, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol E. Rodrock, President of Rodrock Homes, Inc., Presiding Member of PARKHURST PARTNERS, L.L.C., a limited liability company, who is personally known to me to be the same person who executed, as officer of such Presiding Member, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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



My Appointment Expires:

3-14-2002  
JR1098/PARKHURST/HA.DEC

Charlotte Holland  
Notary Public

Exhibit "A"

Lots 1 through 47, inclusive, STONECREEK OF PARKHURST, 1ST PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof.

**BY-LAWS OF  
PARKHURST HOMES ASSOCIATION**

**Article I  
MEETING OF MEMBERS**

Section 1. ANNUAL MEETING. The annual meeting of Members shall be held at the registered office of the Corporation, in Overland Park, Johnson County, Kansas, at 7:30 p.m. on the first Monday of January of each year, or at such other place in Johnson County, Kansas as the Board of Directors may determine. Fifteen days prior to the annual meeting, the Secretary shall serve, personally or by mail, a written notice thereof, addressed to each member at his address as it appears on the records of the corporation.

Section 2. QUORUM. Any number of members present at a regular or special meeting of the members shall constitute a quorum. A majority of all votes cast, whether in person or by proxy, at any meeting of the members shall determine any question, unless otherwise provided by the By-Laws.

Section 3. SPECIAL MEETINGS. Special meetings of members other than those regulated by statute, may be called at any time by a majority of the directors. Notice of such meeting stating the purpose for which it is called shall be served personally or by mail, not less than ten (10) days before the day set for such meeting. If mailed, it shall be directed to a member at his address as it appears on the records of the corporation. The Board of Directors shall also, in like manner, call a special meeting of members whenever so requested in writing by 51% of the members of the corporation. No business other than that specified in the call for the meeting shall be transacted at any meeting of the Members.

Section 4. VOTING. At all meetings of the Members all questions, the manner of deciding which is not specifically regulated by the Articles of Incorporation of this corporation or by these By-Laws or by the "Homes Association Declaration" filed in the Office of the Register of Deeds of Johnson County, Kansas on July 9, 1999, in Book 6245 beginning at Page 590 and any amendments thereto ("Declaration"), shall be determined by a majority vote of the members present in person or by proxy, shall be entitled to cast one vote for each assessable lot or tract owned by him or her within the District as the same is defined by the Articles of Incorporation of this corporation; provided, however, that the Developer shall have the number of votes for each lot owned by it as set forth in the Declaration. All voting shall be viva voce, except that a membership vote shall be by ballot, each of which shall state the name of the member voting and the number of assessable lots or tracts within the District, as defined in the Declaration, owned by him or her, and in addition, if such ballot be cast by proxy, the name of the proxy shall be stated. In the event of a membership vote, aforesaid, not more than one vote shall be cast for each assessable lot or tract within said District, except the vote of the Developer, aforesaid.

Section 5. ORDER OF BUSINESS. The order of business at all meetings of the members shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Inspectors of Election.
7. Election of Directors.
8. Unfinished Business.
9. New Business.

## Article II DIRECTORS

Section 1. NUMBER. The affairs and business of this Corporation shall be managed by a Board of not less than one (1) nor more than ten (10) directors, who may not be members of record.

Section 2. HOW ELECTED. At the annual meeting of members, the five persons receiving a majority of the votes cast shall be the directors and shall constitute the Board of Directors of the ensuing year.

Section 3. TERM OF OFFICE. The term of office of each of the Directors shall be one year, and thereafter until his or her successor has been elected.

Section 4. DUTIES OF DIRECTORS. The Board of Directors shall have the control and general management of the affairs and business of the company. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with these By-Laws and the Laws of the State of Kansas, the Articles of Incorporation of this corporation, and the aforementioned Declaration, as may be hereinafter amended. The Directors shall have the duty and obligation to determine and cause to be determined and levied on or before July 1 of each calendar year, the annual assessment as authorized by the Declaration.

Section 5. DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the members, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of two directors.

Section 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meetings shall be given by service upon each Director in person, or by mailing to him or her at his or her last known post office address, at least five (5) days before the date therein designated for such meeting, including that day of mailing, of a written or printed notice thereof, specifying the time and place of such meeting, and the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meeting. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Section 7. QUORUM. At any meeting of the Board of Directors, two of the Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future time, not more than five (5) days later.

Section 8. VOTING. At all meetings of the Board of Directors, each Director is to have one vote.

Section 9. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed either with or without cause, at any time, by a 3/4 vote of the members, at any special meeting called for the purpose.

### Article III OFFICERS

Section 1. NUMBER. The officers of this Company shall be:

1. President
2. One or more Vice Presidents (optional)
3. Secretary
4. Treasurer

Section 2. ELECTION. All officers of the Corporation shall be elected annually by the Board of Directors of its meeting held immediately after the meeting of the members, and shall hold office for the term of one year or until their successors are duly elected.

Section 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Company shall be as follows:

#### PRESIDENT

The President shall preside at all meetings of the Board of Directors and members.

He or she shall present at each annual meeting of the members and Directors a report of the conditions of the business of the corporation.

He or she shall cause to be called regular and special meetings of the members and directors in accordance with these By-Laws.

He or she shall appoint and remove, employ and discharge and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly elected officers, subject to the approval of the Board of Directors.

He or she shall sign and make all deeds, contracts and agreements in the name of the corporation.

He or she shall sign all notes, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn by the Treasurer.

He or she shall enforce the aforementioned Homes Association Declaration and these By-Laws and perform all the duties incident to the position and office, and which are required by law.

#### VICE PRESIDENT

During the absence and inability of the President to render and perform his or her duties or exercise his or her powers, as set forth in these By-Laws or in the acts under which this Corporation is organized, the same, including the execution of deeds of the corporation, shall be performed and exercised by the Vice President, successively in the order named (i.e. First Vice President, Second Vice President, etc.); and when so acting, he or she shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the President.

## SECRETARY

The Secretary shall keep the minutes of the meetings of the Board of Directors and of the members in appropriate books.

He or she shall give and serve all notices of the Corporation.

He or she shall be custodian of the records and of the seal, and affix the latter when required.

He or she shall keep accurate records reflecting the owners of the real estate within the District, alphabetically arranged, their respective places of residence, their post-office address, the number of lots or tracts owned by each, and the time at which each person became such owner; and keep such records, subject to the inspection of any member of the corporation, and permit such member to make extracts from said books to the extent and as prescribed by law.

He or she shall present to the Board of Directors at their stated meetings all communications addressed to him or her officially by the President or any officer or member of the Corporation.

He or she shall attend to all correspondence and perform all the duties incident to the office of Secretary.

## TREASURER

The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the corporation, and deposit all such funds in the name of the corporation in such bank or banks, savings and loans, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He or she shall sign, make and endorse in the name of the corporation, all checks, drafts, warrants and orders for the payment of money, and pay out and dispose of same and receipt therefor, under the direction of the President or the Board of Directors.

He or she shall exhibit at all reasonable times his or her books and accounts to any director or member of the corporation upon application at the office of the corporation during business hours.

He or she shall render a statement of the condition of the finances of the corporation at each regular meeting of the Board of Directors, and at such other times as shall be required of him or her and a full financial report at the annual meeting of the members.

He or she shall keep at the office of the Corporation, correct books of account of all its business and transactions and such other books of account as the Board of Directors may require.

He or she shall notify members of their annual assessment as levied by the Board of Directors, and under direction of the Board, effect collection of same.

He or she shall do and perform all duties pertaining to the office of Treasurer.

Section 4. BOND. The Treasurer shall, if required by the Board of Directors, give to the Company such security for the faithful discharge of his or her duties as the Board may direct.

Section 5. VACANCIES, HOW FILLED. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specifically called for that purpose.

Section 6. COMPENSATION OF OFFICERS. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Section 7. REMOVAL OF OFFICERS. The Board of Directors may remove any officer by 2/3 vote at any time with or without cause.

#### Article IV BILLS, NOTES, ETC.

Section 1. HOW MADE. All bills payable, notes, checks or other negotiable instruments of the Corporation shall be made in the name of the Corporation, and shall be signed by the President and countersigned by the Treasurer. No officer or agent of the Corporation either singly or jointly with others, shall have the power to make any bill payable, note, check, draft or warrant or other negotiable instrument, or endorse the same in the name of the Corporation, or contract or cause to be contracted any debt or liability in the name or on behalf of the corporation, except as herein expressly prescribed and provided.

## Article V FISCAL YEAR

Section 1. The fiscal year of the corporation shall be the calendar year.

## Article VI INDEMNIFICATION

Section 1. INDEMNIFICATION OF DIRECTORS AND OFFICERS. When a person is sued or prosecuted in a criminal action, either alone or with others, because he or she is or was a director or officer of the corporation, or of another corporation serving at the request of this corporation, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or with others, because he or she is or was a director or officer of the corporation, or of another corporation serving at the request of this corporation, in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his duties or out of any alleged wrongful act against the corporation or by the corporation, he or she shall be indemnified for his or her reasonable expenses, including attorney's fees incurred in the defense of the proceedings, if both of the following conditions exist:

(a) The person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court.

(b) The court finds that his or her conduct fairly and equitably merits such indemnity.

The amount of such indemnity which may be assigned against the corporation, its receiver, or its trustee, by the court in the same or in a separate proceeding shall be so much of the expenses, including attorneys' fees incurred in the defense of the proceedings, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other person rendering services to him or her in connection with the defense, and the court may order the fee and expenses to be paid directly to the attorney or other person, although he or she is not a party to the proceeding. Notice of the application for such indemnity shall be served upon the corporation, its receiver, or its trustee, and upon the plaintiff and other parties to the proceedings. The court may order notice to be given also to the members in the manner provided in Article I, Section 1 for giving notice of members' meetings, in such form as the Court directs.

## Article VII AMENDMENTS

Section 1. HOW AMENDED. These By-Laws may be altered, amended, repealed or added to by a 2/3 vote of the Board of Directors at any regular meeting, or at a special meeting called for such purpose. However, if all Directors be present at any special meeting, these By-Laws may be amended by an affirmative vote, without any previous notice.

Section 2. CONFLICT. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



**CERTIFICATE OF SECRETARY**

I the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Parkhurst Homes Association, a Kansas not for profit corporation; and
2. That the foregoing bylaws constitute the original bylaws of said corporation, as duly adopted at the first meeting to the Board of Directors thereof.

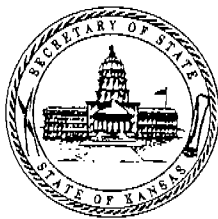
IN TESTIMONY WHEREOF, I have hereunto subscribed by name on this \_\_\_\_\_ day of

\_\_\_\_\_.

\_\_\_\_\_  
Secretary

PROTECTIVE COVENANTS  
OF  
PARKHURST

Ron Thornburgh  
Secretary of State



2nd Floor, State Capitol  
300 S.W. 10th Ave.  
Topeka, KS 66612-1594  
(785) 296-4564

October 06, 1999

STATE OF KANSAS

13738

PARKHURST HOMES ASSOCIATION

RE: PARKHURST HOMES ASSOCIATION

ID. # 2789881 (USE IN ALL CORRESPONDENCE WITH OUR OFFICE)

Enclosed is a certified copy of your non-profit articles of incorporation. Your corporation's identification number is at the top of this page. The identification number should be used in all correspondence with this office.

Every corporation must file an annual report with this office. However, a report is not required if a corporation has not been incorporated for six months prior to its first tax year end. If your corporation operates on a tax period other than the calendar year, you must notify our office in writing prior to December 31.

If an annual report is required, it must be filed when your corporation files its Kansas income tax return. If your corporation applies to the Internal Revenue Service for an extension of its deadline for filing an income tax return an extension for the annual report will be granted by our office provided that a copy of the IRS extension form is filed with this office within 90 days after the due date of the annual report.

srw

ARTICLES OF INCORPORATION  
OF  
PARKHURST HOMES ASSOCIATION

The undersigned incorporator hereby forms and establishes a corporation NOT FOR PROFIT under the laws of the State of Kansas.

FIRST: The name of the corporation is PARKHURST HOMES ASSOCIATION.

SECOND: The location of its registered office in Kansas is 12647 Hemlock, Overland Park, Johnson County, Kansas 66213 and the resident agent in charge thereof at such address is Darol E. Rodrock.

THIRD: This corporation is organized NOT FOR PROFIT and the objects and purposes to be transacted and carried on are:

To perform the functions of a homes association, composed of the owners of land within the district which is subject to a Homes Association Declaration dated July 6, 1999 and filed with the Register of Deeds of Johnson County, Kansas on July 9, 1999 and recorded in Volume 6245, at Page 590, as from time to time amended ("Declaration").

To undertake the mandatory duties required of it under said Declaration, specifically:

- (1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public source; and to care for, protect and replant shrubbery, and resow grass and replace sod in the parks which are in the streets and in any parks set aside for the general use of the owners in the district, or to which such owners have access and the use thereof.

(2) To provide for the maintenance of any tennis courts, swimming pools, playgrounds, pedestrian ways, parking areas, gateways, lakes, beach areas, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of any streams and natural water course within the district.

(3) To acquire and own the title of such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the public or semi-public places within the district.

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

(5) To enforce, either in its own name or in the name of any owner within the district, any or all building or use restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such district either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plats in which such restrictions or reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restrictions.

(6) To manage and control as trustee for its members all public improvements upon and to the land in the district, or improvements in public places, provided that such management and control of said improvements shall at all times be subject to that held and exercised by the City, Township, County and State, or any of them in which the land within the district is located.

FOURTH: This corporation shall not have authority to issue capital stock.

FIFTH: The conditions of membership are: The owners of all of the real property described in Parkhurst subdivision, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of the Declaration, shall be members of this corporation. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot owned by one or more members, except the votes and rights of control of the Developer as defined in said Declaration. The voting right of members shall be suspended for any period during which any assessment, including interest and fees, against his, her or its lot remains unpaid. Membership is appurtenant to and inseparable from ownership of real property in Parkhurst subdivision.

SIXTH: The affairs of this corporation shall be managed by a Board of not less than one (1) nor more than ten (10), who need not be members of the corporation. The number of directors may be changed by amendment of the By-Laws of the corporation. The names and mailing addresses of each person who is to serve as a director until the first annual meeting of the members or until a successor is elected and qualified are as follows:

Darol E. Rodrock, 12647 Hemlock, Overland Park, Kansas 66213.

SEVENTH: Amendment to these Articles shall require that assent of Seventy-five percent (75%) of the total votes held by members of this corporation.

EIGHTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Kansas, the Board of Directors is expressly authorized:

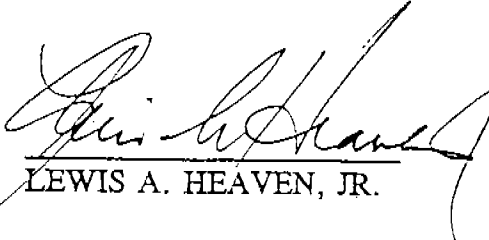
- (a) To make, alter, amend and repeal the by-laws of this corporation;
- (b) to set apart out of any of the funds of the corporation available, a reserve or reserves for any proper purpose and to alter or abolish any such reserve; to authorize and cause to be executed mortgages and liens upon the property and franchises of this corporation. Provided, however, that the Board of Directors may mortgage common areas of Parkhurst subdivision only upon an affirmative vote of at least 2/3 of the members; and provided, further, that the foregoing shall not apply to the developer, Parkhurst Partners, L.L.C., nor limit the developer from so mortgaging said property.

NINTH: The name of the incorporator and his address is:

Lewis A. Heaven, Jr., 6700 Antioch, Suite 420, Merriam, Kansas  
66204.

TENTH: The term for which this corporation is to exist is perpetual.

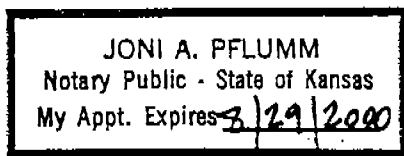
IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Merriam, Kansas,  
this 1st day of October, 1999.

  
LEWIS A. HEAVEN, JR.

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

BE IT REMEMBERED, that on this 1st day of October, 1999, before me, a Notary Public in and for said County and State, came LEWIS A. HEAVEN, JR., who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same.

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



*Joni A. Pflumm*  
Notary Public

My appointment expires:

\_\_\_\_\_  
JR:1099/PARKHURST/HA.ART



Accom

800

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

1999 NOV 30 P 3: 50.0

ESTATES OF PARKHURST, 1ST PLAT

SARA FULLMANN  
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS  
AND HOME OWNERS' ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 25th day of August, 1999, by the Declarant, PARKHURST PARTNERS, L.L.C., a Kansas limited liability company.

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a 1st Plat of the subdivision known as "ESTATES OF PARKHURST" which plat was recorded on August 24, 1999, in Book 112 of Plats at Page 8; and

WHEREAS, such plat adds the following lots to the subdivision Parkhurst, to-wit:

Lots 1 through 48, inclusive, ESTATES OF PARKHURST, 1ST  
PLAT, a subdivision in the City of Lenexa, Johnson County,  
Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the foregoing lots ("Additional Lots") desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions, dated as of July 6, 1999 (the "Original Declaration"), executed Declarant and filed with the Register of Deeds of Johnson County on July 9, 1999 and recorded in Volume 6245 at Page 578, and in that certain Homes Association Declaration dated as of July 6, 1999 (the "Original Homes Association Declaration"), executed by Declarant and filed with the Register of Deeds of Johnson County, Kansas on July 9, 1999 and recorded in Volume 6245, at Page 590.

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 Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof. Provided, however, that Paragraph 4 of the Original Declaration, as to the Additional Lots described above, is hereby amended to read as follows:

4. All single story residences shall have a total finished ground floor area of not less than 1800 square feet; all two story residences shall have a finished ground floor area of not less than 1400 square feet and a total finished floor area of 2200 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1400 square feet and a total finished floor area of 2000 square feet. The Developer reserves the right to approve in writing variances up to 10% from the foregoing minimum square footages on a case-by-case basis.

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

PARKHURST PARTNERS, L.L.C.,  
a Kansas limited liability company

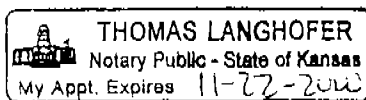
By: Rodrock Homes, Inc., a  
corporation, Presiding Member

By: *Darol Rodrock*  
Darol Rodrock, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 25th day of August, 1999, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol Rodrock, President of Rodrock Homes, Inc., Presiding Member of PARKHURST PARTNERS, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed, as such officer of the Presiding Member, the within instrument on behalf of said company and corporation, and such person duly acknowledged the execution of the same to be the act and deed of said company and partnership.

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



My Appointment Expires:

11-22-2002  
JR999/PARKHURST/ESTATES.DEC/13738

*[Signature]*  
Notary Public

Accom  
This instrument filed by  
Security Land Title Company

3088692

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

\$ 10.00

2000 FEB 17 P 3:49.0

SARA F. ULLMANN  
REGISTER OF DEEDS

ESTATES OF PARKHURST, 2ND PLAT

DECLARATION OF RESTRICTIONS  
AND HOME OWNERS' ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 26th day of January, 2000, by the Declarant, PARKHURST PARTNERS, L.L.C., a Kansas limited liability company.

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a 2nd Plat of the subdivision known as "ESTATES OF PARKHURST" which plat was recorded on January 18, 2000, in Book 115 of Plats at Page 7; and

WHEREAS, such plat adds the following lots to the subdivision Parkhurst, to-wit:

Lots 49 through 92, inclusive, and Tracts "D" and "E", ESTATES OF PARKHURST, 2ND PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the foregoing lots ("Additional Lots") desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions, dated as of July 6, 1999 (the "Original Declaration"), executed Declarant and filed with the Register of Deeds of Johnson County on July 9, 1999 and recorded in Volume 6245 at Page 578, and in that certain Homes Association Declaration dated as of July 6, 1999 (the "Original Homes Association Declaration"), executed by Declarant and filed with the Register of Deeds of Johnson County, Kansas on July 9, 1999 and recorded in Volume 6245, at Page 590.

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 Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

Provided, however, that Paragraph 4 of the Original Declaration, as to the Additional Lots described above, is hereby amended to read as follows:

4. All single story residences shall have a total finished ground floor area of not less than 1800 square feet; all two story residences shall have a finished ground floor area of not less than 1400 square feet and a total finished floor area of 2200 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1400 square feet and a total finished floor area of 2000 square feet. The Developer reserves the right to approve in writing variances up to 10% from the foregoing minimum square footages on a case-by-case basis.

The Original Declaration is further amended to include the following statement:

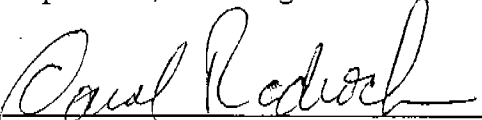
**EASEMENT AREAS**  
**Applicable to Lots 64, 65 and 86-92, inclusive,**  
**ESTATES OF PARKHURST, 2ND PLAT**

In connection with the installation of a sanitary sewer main and related facilities, all or portions of Lots 64, 65 and 86-92, inclusive, were excavated. Construction on such lots, including dwellings, walls, fences, room additions, decks, porches, patios, and other forms of construction may require soil testing and other requirements prior to the City of Lenexa issuing a building permit. Developer and the City of Lenexa assume no responsibility for such excavation and requirements for construction, and the owners of the above lots, by acceptance of a deed, waive any claims against the Developer and the City of Lenexa in any manner connected to such excavation and requirements for construction.

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

PARKHURST PARTNERS, L.L.C.,  
a Kansas limited liability company

By: Rodrock Homes, Inc., a  
corporation, Presiding Member

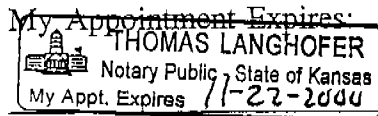
By:   
Darol Rodrock, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 26th day of January, 2000, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol Rodrock, President of Rodrock Homes, Inc., Presiding Member of PARKHURST PARTNERS, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed, as such officer of the Presiding Member, the within instrument on behalf of said company and corporation, and such person duly acknowledged the execution of the same to be the act and deed of said company and partnership.

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

Notary Public



JR999/PARKHURST/ESTATES.2ND/13738

Accom.

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

1999 JUL -9 P 3: 36 9

HIGHLAND POINTE OF PARKHURST, 1ST PLAT

SARA FULLMANN  
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS  
AND HOME OWNERS' ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 6th day of July, 1999, by the Declarant, PARKHURST PARTNERS, L.L.C., a Kansas limited liability company.

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a 1st Plat of the subdivision known as "HIGHLAND POINTE OF PARKHURST, 1ST PLAT" which plat was recorded on July 1, 1999 in Book 111 of Plats at Page 2; and

WHEREAS, such plat adds the following lots to the subdivision Parkhurst, to-wit:

Lots 1 through 52, inclusive, and Tract "A", HIGHLAND POINTE OF PARKHURST, 1ST PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the foregoing lots ("Additional Lots") desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions, dated as of July 6, 1999 (the "Original Declaration"), executed Declarant and filed with the Register of Deeds of Johnson County on July 9th, 1999 and recorded in Volume 6245 at Page 578, and in that certain Homes Association Declaration dated as of July 6, 1999 (the "Original Homes Association Declaration"), executed by Declarant and filed with the Register of Deeds of Johnson County, Kansas on July 9th, 1999 and recorded in Volume 6245, at Page 590.

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 Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.


Provided, however, that Paragraph 4 of the Original Declaration, as to the Additional Lots described above, is hereby amended to read as follows:

4. All single story residences shall have a total finished ground floor area of not less than 1500 square feet; all two story residences shall have a finished ground floor area of not less than 800 square feet and a total finished floor area of 1500 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1000 square feet and a total finished floor area of 1500 square feet. The Developer reserves the right to approve in writing variances up to 10% from the foregoing minimum square footages on a case-by-case basis.

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

PARKHURST PARTNERS, L.L.C.,  
a Kansas limited liability company

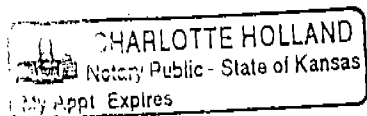
By: Rodrock Homes, Inc., a  
corporation, Presiding Member

By:   
Darol Rodrock, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 6th day of July, 1999, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol Rodrock, President of Rodrock Homes, Inc., Presiding Member of PARKHURST PARTNERS, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed, as such officer of the Presiding Member, the within instrument on behalf of said company and corporation, and such person duly acknowledged the execution of the same to be the act and deed of said company and partnership.

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



Charlotte Holland  
Notary Public

My Appointment Expires:

3-14-2002

JR699/PARKHURST/HIGH.RES



1999 JUL -9 P 3:36.7

2800  
SARA FULLMANN  
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS

STONECREEK OF PARKHURST, 1ST PLAT

WHEREAS, PARKHURST PARTNERS, L.L.C., a Kansas limited liability company ("Developer"), is the owner of all of the lots and land described on Exhibit "A" attached hereto and now desires to place certain restrictions thereon, all of which restrictions being for the use and benefit of the Developer, and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, grantees and assigns, hereby agrees that all of the lots, tracts and land shown described on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

For the purposes of these restrictions, the word "Developer" shall mean Parkhurst Partners, L.L.C., a Kansas limited liability company.

The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of the real property described on Exhibit "A" or plats of land subsequently encumbered with this Declaration.

The word "outbuilding" shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in

accordance with the restrictions hereinafter set forth. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "Parkhurst"). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "Association" shall mean the Parkhurst Homes Association, a Kansas not-for-profit corporation, or such other name chosen by the Developer.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

#### PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land hereby restricted

shall be taken to hold and agree and covenant with the owners of said lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2019, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2019, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of the fee title to said lots, and with the written approval of the Developer, if it at that time owns one or more lots or tracts. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said lots and land and may be enforced by injunction, mandatory or otherwise; the Association may recover its reasonable attorneys fees in connection with such proceedings.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Parkhurst to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. No lot in Parkhurst shall be used for any purpose except residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed three (3) stories in height and an attached private garage for not less than two cars.

2. No lot shall be in any way subdivided. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been approved by the Architectural Control Committee, hereafter defined ("ACC"). The ACC shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the ACC.

A. The ACC will be composed of the Board of Directors, of the Parkhurst Homes Association ("Board of Directors"), or a subcommittee designated by it. Until such time that there exists a Board of Directors of the Parkhurst Homes Association ("Association"), the Developer will act as the ACC. In the event of death or resignation

of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

B. The ACC shall have control over completed homes in Parkhurst at or after the recording of this Declaration; exclusive control over approval of new homes to be constructed after the date of the filing of this Declaration shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to this Declaration of Restrictions and any homes association declaration, at which time said homes will then become subject to the ACC.

C. No building shall be located nearer than twenty-five (25) feet to the existing street lot line as shown in the recorded plat(s) of Parkhurst or the setback required by city ordinance, whichever is more restrictive.

D. No building shall be located nearer than five (5) feet to any interior lot line, or as required by city ordinance, whichever is more restrictive.

E. For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another lot.

F. No fencing shall be permitted upon any of the lots unless such fencing shall be cedar or wrought iron and built with methods and materials which harmonize with external design of buildings in Parkhurst; all such fences must be approved in writing by the ACC. No fence shall exceed 48" in height unless specifically approved for a greater height by the ACC. All exterior decks shall be constructed of cedar wood, however ground supports may be of treated wood. No animal pens or runs shall be permitted.

G. All houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the ACC, soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

H. Each lot shall be used for only single family residential purposes; provided, however, that the Developer reserves the right to utilize one or more lots for common areas or common amenities, or sales offices. The Board of Directors may establish rules and regulations for the use of a portion of a home by the owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site)

or visitation by customers or clients at the home; and provided, further, that use of any lot for day care (child or adult) purposes is prohibited.

I. The above lots may be improved, used or occupied only for private residences, and no flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

J. No residence shall be more than three stories in height, except that split-level construction shall be permitted.

K. No trailer, basement, tent, shack, garage, barn or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

L. No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof) shall be kept or maintained on any lot. In the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the subdivision, such animal shall be removed from the subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

N. No school or other buses, motor homes, mobile homes, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, tractor, truck with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot for more than twenty-four (24) hours at any one time; such vehicles shall be stored in a garage if kept on a lot for more than twenty-four (24) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot.

O. All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles.

P. No exterior clotheslines or poles (including flagpoles unless attached to a dwelling) may be erected or maintained on any of the lots hereby restricted.

Q. No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

R. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except on lots that have residences under construction.

S. No radio or television aerial wire, antenna, antenna tower, or energy collector, or satellite dish in excess of 36" in diameter, whether permanent or temporary, shall be maintained outside of any structure. Provided, however, that prior ACC approval shall be required for satellite dishes of 36" or less. The ACC shall have the power to specify location, screening and aesthetic requirements in connection with satellite dishes approved.

T. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.

U. No trash, ashes, or other refuse shall be thrown, dumped or placed upon any undeveloped portion of the subdivision.

V. Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance. In the event such grass is not kept within the height limitation above, the Association shall have the right to have such grass cut, and the cost therefor collected from the owner in the same manner as Association dues.

W. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the ACC; no above ground or above grade swimming pools shall be permitted. No tennis courts shall be allowed unless constructed on common areas or areas owned by the Homes Association.

X. No storage buildings shall be allowed.

Y. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.

Z. Basketball goals may be erected only with the prior written approval of the ACC. All basketball goals shall be free-standing on poles, and shall not be attached to any residence or building. Poles, nets, hardware, backboards and braces shall be kept in good condition, and backboards shall be of a transparent or clear material.

AA. No sign of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the ACC, except that subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Developer or the Board of Directors, with the consent of the Developer (so long as Developer owns land in the subdivision). For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer.

BB. No residence or lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association.

CC. No hunting or use of firearms or archery equipment shall be permitted in the subdivision.

DD. No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the ACC.

EE. The ACC shall have the right to prohibit the use of certain lawn and other chemicals on Lots and Common Area to promote environmental responsibility; the ACC shall maintain and distribute a list of prohibited chemicals, and the use of such chemicals shall be a violation of this Declaration.

Provided, however, that the ACC shall have the absolute discretion to approve building, construction and fencing materials that may now or hereafter exist, and which would otherwise be prohibited by these Restrictions, upon a finding that the use of such materials will not be injurious to the values of existing homes in Parkhurst.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting



or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

4. All single story residences shall have a total finished ground floor area of not less than 1600 square feet; all two story residences shall have a finished ground floor area of not less than 900 square feet and a total finished floor area of 1800 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1200 square feet and a total finished floor area of 1700 square feet. The Developer reserves the right to approve in writing variances up to 10% from the foregoing minimum square footages on a case-by-case basis.

5. All residences shall have wood windows, wood clad windows or vinyl windows. All roofing materials (including color) shall be subject to prior approval of the ACC. All composition roofing shingles shall carry a minimum forty (40) year manufacturer warranty.

6. No residence shall have basement doors or windows within three or fewer feet of the 100 year water surface elevation adjacent to the Lot.

7. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Committee shall have authorization to do so and the cost thereof may be taxed as a lien against the property.

8. The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the district and subdivision at any time, by document recorded in the Office of the Register of Deeds of Johnson County, Kansas.

9. As conditions precedent to the development of Parkhurst, Developer has been required to pay to the City of Lenexa and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

OPTION TO EXCLUDE APPLICABILITY  
OF THE TERMS AND CONDITIONS OF THE FOREGOING  
DECLARATION TO CERTAIN REAL PROPERTY

The Developer shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved and under the ownership or control of Developer, or its assigns. For purposes hereof, "unimproved" shall mean that no finished residence has been erected thereon. The Developer specifically reserves the right carry on its business in the subdivision, so long as

Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 6th day of July, 1999.

PARKHURST PARTNERS, L.L.C., a Kansas  
limited liability company

"Developer"

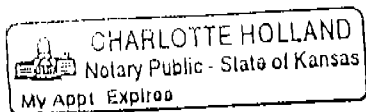
Rodrock Homes, Inc., Presiding Member

By: *Darol E. Rodrock*  
Darol E. Rodrock, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 6th day of July, 1999, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol E. Rodrock, President of Rodrock Homes, Inc., presiding member of PARKHURST PARTNERS, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed, as such officer of the presiding member, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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



*Charlotte Holland*  
Notary Public

My Appointment Expires:

*3-14-2002*

JR699/PARKHURST/DEC.FIN/13397

Exhibit "A"

Lots 1 through 47, inclusive, STONECREEK OF PARKHURST, 1ST PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof.

Copy

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

1999 SEP 14 P 3:05.4

STONECREEK OF PARKHURST, 2ND PLAT

SARA FULLMANN  
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS  
AND HOME OWNERS' ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 25th day of August, 1999, by the Declarant, PARKHURST PARTNERS, L.L.C., a Kansas limited liability company.

WITNESSETH:

WHEREAS, the Declarant has executed and filed with the Register of Deeds of Johnson County, Kansas, a 2nd Plat of the subdivision known as "STONECREEK OF PARKHURST" which plat was recorded on August 20, 1999, in Book 112 of Plats at Page 7; and

WHEREAS, such plat adds the following lots to the subdivision Parkhurst, to-wit:

Lots 48 through 85, inclusive, STONECREEK OF PARKHURST,  
2ND PLAT, a subdivision in the City of Lenexa, Johnson County,  
Kansas, according to the recorded plat thereof;

and

WHEREAS, the Declarant, as the owner of the foregoing lots ("Additional Lots") desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Restrictions, dated as of July 6, 1999 (the "Original Declaration"), executed Declarant and filed with the Register of Deeds of Johnson County on July 9, 1999 and recorded in Volume 6245 at Page 578, and in that certain Homes' Association Declaration dated as of July 6, 1999 (the "Original Homes Association Declaration"), executed by Declarant and filed with the Register of Deeds of Johnson County, Kansas on July 9, 1999 and recorded in Volume 6245, at Page 590.

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 Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and Original Homes Association Declaration. As contemplated in the Original Declaration and Original Homes Association Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration and Original Homes Association Declaration as though the Additional Lots had been originally described therein and subjected to the provisions thereof.

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

PARKHURST PARTNERS, L.L.C.,  
a Kansas limited liability company

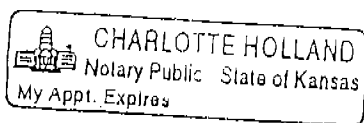
By: Rodrock Homes, Inc., a  
corporation, Presiding Member

By: *Darol Rodrock*  
Darol Rodrock, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 25th day of August, 1999, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol Rodrock, President of Rodrock Homes, Inc., Presiding Member of PARKHURST PARTNERS, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed, as such officer of the Presiding Member, the within instrument on behalf of said company and corporation, and such person duly acknowledged the execution of the same to be the act and deed of said company and partnership.

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



*Charlotte Holland*  
Notary Public

My Appointment Expires:

*5-14-2002*

JR999/PARKHURST/DEC.2D/13738