

RON THORNBURGH  
Secretary of State



First Floor, Memorial Hall  
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(785) 296-4564

September 22, 2000

STATE OF KANSAS

STANLEY N. WOODWORTH  
POL SINELI SHALTON WELTE  
6201 COLLEGE BLVD.  
SUITE 500  
OVERLAND PARK, KS 66211-2423

RE: THE LINKS AT LIONSGATE AREA HOMES ASSOCIATION, INC.

ID. # 2928463 (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.

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2928463

**ARTICLES OF INCORPORATION  
OF  
THE LINKS AT LIONSGATE AREA HOMES ASSOCIATION, INC.**

In compliance with the requirements of K.S.A. 17-6001 and for the purpose of forming a not-for-profit corporation, the undersigned, who is of lawful age, does hereby certify:

**ARTICLE I**

**CORPORATE NAME**

The name of the corporation is "The Links at LionsGate Area Homes Association, Inc." (hereinafter referred to as the "Association").

**ARTICLE II**

**REGISTERED OFFICE AND RESIDENT AGENT**

The registered office of the Association is located in the State of Kansas at 10800 Farley, Suite 265, Overland Park, Johnson County, Kansas 66210. The name of its resident agent at such address is Saul Ellis.

**ARTICLE III**

**NO CAPITAL STOCK**

The Association shall not have authority to issue capital stock.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

The purpose for which the Association is formed is to act as a non-profit homes association (within the meaning of Internal Revenue Code Section 528) for the benefit of the property owners in the subdivision located in the City of Overland Park, Johnson County, Kansas commonly known as "The Links at LionsGate" composed of the following described lots, to-wit:

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SECRETARY OF STATE  
KANSAS

All of Lots 1 through 21, 25 through 52, 117 through 126, 128 through 145, and 215 through 237, and Tract A, THE LINKS AT LIONSGATE, a subdivision of land in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

and for the property owners in any other area or areas which may be brought within the jurisdiction of the Association as provided in the Declaration (as defined below) and for this purpose to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation and the Bylaws of the Association, as amended from time to time, and in that certain document entitled THE LINKS AT LIONSGATE AREA HOMES ASSOCIATION DECLARATION, dated as of July 27, 2000, and recorded as instrument number 3144176 in Book 6648 at Page 156 in the Office of the Register of Deeds, Johnson County, Kansas, as amended and supplemented from time to time (the "Declaration");

(b) Fix, levy, collect and enforce, by any lawful means, payment of all charges and assessments made pursuant to the terms of the Declaration or Bylaws of the Association; pay all expenses in connection therewith and all other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, or dispose of real or personal property in connection with the affairs of the Association; and

(d) Have and exercise any and all powers, rights and privileges which a corporation organized not-for-profit under the laws of the State of Kansas may now or hereafter have or exercise; provided, however, that none of the powers, rights or privileges of the Association shall be exercised to carry on activities (otherwise than as an insubstantial part of its activities) which are not in furtherance of the purpose for which the Association is formed.

#### ARTICLE V

#### MEMBERSHIP

Except for the Developer (as defined in Article VI), membership in the Association shall be limited to persons or entities who are record owners of the fee interest or of an undivided portion of the fee interest in any Lot (as defined in the Declaration) which is now or hereafter within the jurisdiction of the Association. Persons or entities (other than a contract seller) who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

No member of the Association shall be individually or personally liable for the debts, liabilities or obligations of the Association.

## ARTICLE VI

### VOTING RIGHTS

"Developer" means LionsGate Golf Developers, L.L.C., a Kansas limited liability company, and its successors and assigns.

"Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Lots in the District (as defined in the Declaration and as then composed or contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date Developer, in its absolute discretion, selects as the Turnover Date for the Declaration for purposes of voting rights.

Until the Turnover Date, the Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner (as defined in the Declaration) of a Lot, including the Developer as an Owner, shall be a Class B member. Until the Turnover Date, all voting rights shall be held by the Class A member, except that the Class B members shall have the sole right to vote on increases in annual assessments as provided in clause (c) of Section 2 of Article IV of the Declaration.

After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Lots in the District and every such Owner shall be a member.

Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot in which he holds the interest required for membership; provided, however, when more than one person holds such interest or interests in any Lot, all such persons shall be members, and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any such Lot. During any period in which a Member is delinquent in the payment of any assessment levied by the Association under the Declaration, the voting rights of such Member shall be suspended until such assessment is paid in full.

Where a Lot is owned by a corporation, partnership or other entity, such entity shall designate a person who is entitled to vote respecting such Lot and to serve, if elected or appointed, as a director of the Association. Such designation shall be made by filing a written instrument to that effect with the Association.



ARTICLE VIIBOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a board of directors. The first board of directors shall consist of two (2) persons, who shall be vested with the power and authority to adopt the initial Bylaws of the Association and who shall hold office until their respective successors have been duly elected and qualified or until their respective earlier resignation or removal, all as provided in the Bylaws. Thereafter, the number of directors shall be at least seven (7) in number as set forth in the Declaration, and directors shall be elected or appointed in the manner and for the terms provided in the Declaration and Bylaws.

The names and addresses of the persons constituting the first board of directors are:

<u>Name</u>	<u>Address</u>
Saul Ellis	10800 Farley, Suite 265 Overland Park, Kansas 66210.
Mark Simpson	10800 Farley, Suite 265 Overland Park, Kansas 66210

No officer or director of the Association shall be individually or personally liable for the debts, liabilities or obligations of the Association.

ARTICLE VIIIINDEMNIFICATION

The Association may agree to the terms and conditions upon which any director, officer, employee or agent accepts his office or position and in its Bylaws, by contract or in any other manner may agree to indemnify and protect any director, officer, employee or agent of the Association, to the fullest extent permitted by the laws of the State of Kansas; provided, however, that the only limitation upon the power granted to the Association by this paragraph shall be a prohibition against indemnification of any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

Without limiting the generality of the foregoing provisions of this Article VIII, to the fullest extent permitted or authorized by the laws of the State of Kansas, including, without limitation, the provisions of subsection (b)(8) of K.S.A. 17-6002 as now in effect and as it may from time to time hereafter be amended, no director of the Association shall be personally liable to the Association or to its members for monetary damages for breach of fiduciary duty as a director.

ARTICLE IX

DISSOLUTION

The Association may be dissolved in the manner provided by the laws of the State of Kansas. Upon dissolution of the Association and after payment of or the making of adequate provision for all debts, liabilities and obligations of the Association, the remaining assets, both real and personal, of the Association shall be dedicated to an appropriate government entity or public agency or to a non-profit corporation, association, society, trust or other organization, determined by the board of directors to be devoted to purposes as nearly as practicable the same as those to which they were to be devoted by the Association.

ARTICLE X

DURATION

The Association shall have perpetual existence.

ARTICLE XI

BYLAWS

The original Bylaws of the Association shall be adopted by the initial directors named herein. Thereafter, the Bylaws may be amended as provided therein.

ARTICLE XII

INCORPORATOR

The name and mailing address of the incorporator are as follows:

Name

Address

Stanley N. Woodworth

c/o 6201 College Boulevard, Suite 500  
Overland Park, Kansas 66211

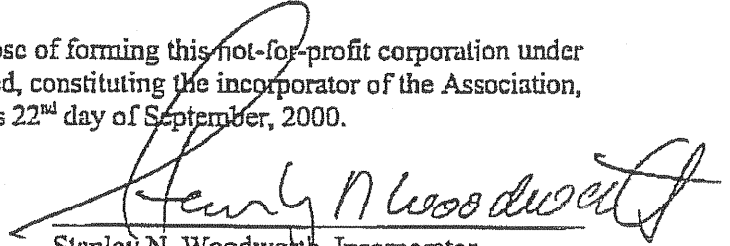
ARTICLE XIII

PROHIBITED ACTIVITIES

No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Association shall not

participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. No part of the net earnings or other assets of the Association shall inure to the benefit of any director, officer, member or other private individual having, directly or indirectly, any personal or private interest in the activities of the Association.


IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Kansas, I, the undersigned, constituting the incorporator of the Association, have executed these Articles of Incorporation this 22<sup>nd</sup> day of September, 2000.

  
Stanley N. Woodworth, Incorporator

STATE OF KANSAS            )  
                                      ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of September, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stanley N. Woodworth, who duly acknowledged before me that he executed the foregoing instrument.

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

  
Notary Public in and for said  
County and State



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I hereby certify this to be a true and correct copy of the original on file.  
Certified on this date: Sept 22, 2000  
Ron Thornburgh, Secretary of State

EXHIBIT A

BYLAWS OF  
THE LINKS AT LIONSGATE AREA HOMES ASSOCIATION, INC.

ARTICLE I

OFFICES

1.1 Name. The name of the corporation is The Links at LionsGate Area Homes Association, Inc. It is incorporated under the laws of the State of Kansas as a not-for-profit, non-stock corporation. The corporation is the homes association referenced in the Declaration (as defined below).

1.2 Location. The principal office of the corporation shall be located at 10800 Farley, Suite 265, Overland Park, Johnson County, Kansas 66210, but meetings of members and directors may be held at such other places in Johnson County, Kansas as may be designated by the Board of Directors from time to time.

ARTICLE II

DEFINITIONS

2.1 Association shall mean The Links at LionsGate Area Homes Association, Inc., its successors and assigns.

2.2 District shall mean all of the property which is now or hereafter within the jurisdiction of the Association as defined and provided in the Declaration


2.3 Common Areas shall have the meaning set forth in the Declaration.

2.4 Lot shall have the meaning set forth in the Declaration.

2.5 Owner shall have the meaning set forth in the Declaration.

2.6 Developer shall mean the "Developer" (or its assignee) under the Declaration.

2.7 Declaration shall mean, collectively, (i) The Links at LionsGate Area Homes Association Declaration recorded as instrument number 3144176 in Book 6648 at Page 156 in the Office of the Register of Deeds of Johnson County, Kansas (the Register's Office), as such may be amended and supplemented from time to time, (ii) The Links at LionsGate Declaration of Restrictions recorded as instrument number 3144175 in Book 6648 at Page 137 in the Register's



Office, as such may be amended and supplemented from time to time; and (iii) any additional declarations as may be recorded from time to time with the Register's Office which relate to the subdivision commonly known as "The Links at LionsGate", or any other subdivision under the jurisdiction or coverage of the Association from time to time.

### ARTICLE III

#### MEMBERSHIP

3.1 Membership Generally. Except for the Developer as provided in the Declaration, membership in the Association shall be limited to persons or entities who are the Owners of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities (other than a contract seller) who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Suspension of Membership. During any period in which a member shall be delinquent in the payment of any assessment levied by the Association as provided in the Declaration, the voting rights of such member and rights of a member to receive services provided by the Association and the right to use any Common Areas in or available to the District shall be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended by the Board of Directors, after notice and hearing, for a period not to exceed 90 days, for violation of any of the rules and regulations established by the Board of Directors governing the use of the Common Areas in or available to the District.

### ARTICLE IV

#### VOTING RIGHTS

4.1 Voting. Except as otherwise provided in the Declaration for the period prior to the Turnover Date (as defined in the Declaration), each member shall have one vote for each Lot in which he or she holds the interest required for membership; provided, however, when more than one person holds such interest or interests in any Lot, all such persons shall be members, and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any such Lot.

4.2 Representatives. Where a Lot is owned by a corporation, partnership or other entity, such entity shall designate a person who is entitled to vote respecting such Lot and to serve, if elected or appointed, as a director of the Association, such designation to be made by filing a written instrument to that effect with the Association.

## ARTICLE V

### USE OF COMMON AREAS

5.1 Common Areas. The Owners of Lots within the District shall have the non-exclusive right to the use of all Common Areas to the extent not located on any Lot.

5.2 Rules and Regulations. The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas.

## ARTICLE VI

### BOARD OF DIRECTORS

6.1 Number. The affairs of the Association shall be managed by a Board of Directors. The first Board of Directors shall be composed of two (2) directors as set forth in the Articles of Incorporation. Following the Turnover Date, number of directors shall be at least seven (7) as set forth in the Declaration. Each director named in the Articles of Incorporation shall hold office until the first annual election of directors or until his or her earlier resignation or removal. Each individual elected as a director shall serve until the next annual election and until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

6.2 Qualification. After the Turnover Date, each director must be and remain a member in good standing of the Association in order to be elected and remain as a director.

6.3 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

6.4 Compensation. No director shall receive compensation for the service he or she may render to the Association as a director. However, any director may be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties.

6.5 Newly Created Directorships. Newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, unless it is otherwise provided in the Articles of Incorporation or these Bylaws, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

## ARTICLE VII

### MEETING OF DIRECTORS

7.1 Annual Meetings. Annual meetings of the Board of Directors shall be held within 15 days following the annual meeting of the members at such place as may be fixed by the Board.

7.2 Regular Meetings. Regular meetings of the Board of Directors may be held without notice and shall be held at such place and time as may be fixed from time to time by the Board.

7.3 Special Meetings. Special meetings of the Board of Directors shall be held at such place and time as may be specified by and when called by the president of the Association or by any two or more directors.

7.4 Notice of Special Meetings. Written or printed notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called, shall be delivered to each director not less than five (5) days before the date of the special meeting, either personally or by mail, by or at the direction of the person(s) calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon prepaid. Any meeting of the Board of Directors shall be a legal meeting without any notice thereof having been given if all directors shall be present.

7.5 Quorum. Unless otherwise required by law, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise required by law or as provided in Article XVI hereof, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

7.6 Adjournment. If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

7.7 Meetings by Conference Telephone or Similar Communications Equipment. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

7.8 Action Taken Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if written consent thereto is signed by all members of the Board of Directors or of such

committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

## ARTICLE VIII

### NOMINATION AND ELECTION OF DIRECTORS

8.1 Nomination. Nomination for election to the Board of Directors may be made in writing by any member delivered to the secretary of the Association in advance of the annual meeting or from the floor at the annual meeting of the members.

8.2 Election. Election to the Board of Directors shall be by written ballot. At any such election, the members entitled to vote or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

8.3 Commencement of Term of Office. A director shall be deemed elected at the time of his or her election, but he or she shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the Board of Directors.

## ARTICLE IX

### POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the power to:

9.1 Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

9.2 Rules and Regulations. Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; provided, however, that the Board of Directors may not, in any event, revoke, limit, restrict, or suspend in any way, the right of any Owner to use and enjoy any street for ingress and egress.

9.3 Employment. Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities.

9.4 Records and Reports. Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.



9.5 Supervision. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

9.6 Assessments. As more fully provided in the Declaration, provide for the levying of the regular assessments against each Lot and any special assessment against any Lot and to take all actions necessary or appropriate to collect the same.

9.7 Certificates. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Association for the issuance of these certificates.

9.8 Insurance. Procure and maintain public liability insurance, fire and extended coverage hazard insurance and other insurance on property owned by the Association and maintain officer's and director's liability insurance, all with such coverages and in such sums as may be deemed appropriate by the Board of Directors.

9.9 Bonding. Cause officers or employees having fiscal responsibility to be bonded, as the Board of Directors may deem appropriate.

9.10 Maintenance. Cause the Common Areas and other areas to be maintained as provided in the Declaration.

9.11 Committees. Appoint one or more committees. Any such committee shall be composed of at least one (1) director and any other individuals as the Board of Directors shall designate. Not all members of a committee need be directors unless otherwise provided in the Declaration, Articles of Incorporation or by law. A quorum of any committee so designated by the Board of Directors shall be any number of the members designated by the Board of Directors, but that quorum shall not consist of less than one-half (1/2) of the total number of members appointed to such committee. The Board may designate one (1) or more individuals as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Notwithstanding the foregoing, the Architectural Committee shall be appointed and governed as provided in the Declaration.

9.12 Indebtedness of Association. Unless otherwise prohibited by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner or any director.

9.13 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Kansas.

## ARTICLE X

### MEETINGS OF MEMBERS

10.1 Annual Meetings. The annual meeting of the members of the Association shall be held on the second Wednesday of November of each year, at such place and time as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, and any other business within the powers of the membership may be transacted.

10.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 Place and Notice of Meetings. All meetings of the members shall be held in Johnson County, Kansas at such place as may be designated in the notice of the meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the person(s) duly calling the meeting, by mailing a copy of such notice, postage prepaid, not less than seven (7) days nor more than forty (40) days prior to such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) of the meeting. Such notice shall be deemed to be delivered when it is deposited in the United States mail with postage thereon so addressed to the member.

10.4 Quorum. The presence at a meeting, in person or by proxy, of members entitled to cast at least 15% of the total votes of the membership on the specific actions shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in these Bylaws, the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business entitled to be transacted by the members.

10.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association before the start of the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of eleven (11) months from the date of its issuance or upon conveyance by the member of his or her Lot, whichever event shall occur first.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

11.1 Enumeration of Offices. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall be elected from among the members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 Election of Officers. Initially, the officers shall be elected by the Board of Directors named in the Articles of Incorporation at the first meeting of that body, to serve at the pleasure of the Board until the first annual meeting of the Board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors, the newly elected Board shall elect officers to serve at the pleasure of the Board until the next annual meeting of the Board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he or she enters upon the duties of the office to which he or she has been elected or appointed and furnishes any bond required by the Board of Directors or these Bylaws; but the Board of Directors may also require of such person his or her written acceptance and promise faithfully to discharge the duties of such office.

11.3 Special Appointments. The Board of Directors may appoint such other officers and agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties consistent with these Bylaws as the Board may, from time to time, determine.

11.4 Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever, in the Board's judgment, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board through the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the Board or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 Vacancies. A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

11.6 Multiple Offices. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

11.7 Duties. The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision,

direction and control of the affairs and officers of the Association. He or she shall preside at all meetings of the membership and at all meetings of the Board of Directors. He or she shall be a non-voting ex officio member of all standing committees (and may also be a voting member of any such committee, in the capacity of an official appointee, as the case may be) and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal, if any, of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of secretary.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of treasurer. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

11.8 Compensation. Officers of the Association shall not receive any compensation or salary for their services, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of the duties of their offices.

## ARTICLE XII

### ASSESSMENTS

12.1 Purpose. The assessments levied by the Association shall be used to provide funds to enable the Association to exercise the powers, maintain the improvements and render the services provided for in these Bylaws, the Declaration and the Articles of Incorporation.

12.2 Provisions Governing Assessments. Assessments shall be levied in the manner provided in the Declaration.

### ARTICLE XIII

#### BOOKS AND RECORDS

The books and records of the Association shall, at all times during reasonable hours and upon reasonable notice, be subject to inspection by any member for proper purposes. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available during reasonable hours for inspection by any member.

### ARTICLE XIV

#### CORPORATE SEAL

If adopted by the Board of Directors, the Association shall have a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Corporate Seal--Kansas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

### ARTICLE XV

#### GENERAL PROVISIONS

15.1 Depositories and Checks. The moneys of the Association shall be deposited in such banks or financial institutions and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors from time to time.

15.2 Certain Loans Prohibited. The Association shall not make any loan to any officer or director of the Association.

15.3 Absence of Personal Liability. The directors, officers and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

15.4 Indemnification. The Association shall indemnify and advance expenses to each person who is or was an officer or director of the Association or a member of a committee to the full extent permitted by the laws of the State of Kansas from time to time.

## ARTICLE XVI

### AMENDMENT

These Bylaws may from time to time be altered, amended, or repealed, or new Bylaws may be adopted in any of the following ways: (i) by a two-thirds (2/3) vote of the members of the Association entitled to vote who are present at a meeting at which a quorum is present, or (ii) by a three-fourths (3/4) vote of the entire Board of Directors, and any change so made by the members may thereafter be further changed by three-fourths (3/4) vote of the entire Board of Directors; provided, however, that the power of the Board of Directors to alter, amend, or repeal Bylaws, or to adopt new Bylaws, may be denied as to any Bylaws or portion thereof by the members if at the time of enactment the members shall so expressly provide.

## ARTICLE XVII

### CONFLICT

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XVIII

### FISCAL YEAR

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the Board of Directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

## ARTICLE XIX

### WAIVER OF NOTICE

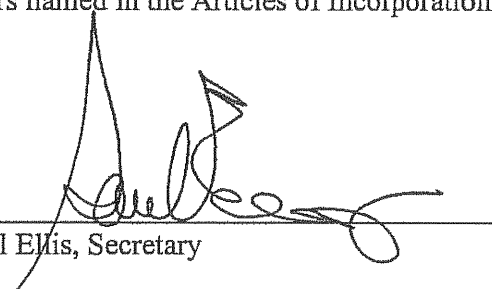
Whenever any notice is required to be given under the provisions of the statutes of Kansas, or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members, directors or members of a committee

of directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these Bylaws.

\* \* \*

The undersigned secretary of The Links at LionsGate Area Homes Association, Inc., a Kansas not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original bylaws of said corporation adopted by the initial directors named in the Articles of Incorporation.

Dated: September 22, 2000



Saul Ellis, Secretary

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JDHAY 150798

Accom

\$36.00

STATE OF KANSAS }  
COUNTY OF JOHNSON } SS  
FILED FOR RECORD }  
FINAL  
2000 JUL 28 P 4:58.3

SARA F. ULLMANN  
REGISTER OF DEEDS

**THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION**

THIS DECLARATION is made as of the 27 day of July, 2000, by LionsGate Golf Developers, L.L.C., a Kansas limited liability company ("Developer").

WITNESSETH:

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

Lots 1 through 21, 25 through 52, 117 through 126, 128 through 145, and 215 through 237, and Tract A, THE LINKS AT LIONSGATE, a subdivision in the City of Overland Park, Johnson County, Kansas.

WHEREAS, such plat is the first plat in the overall area to be known generally as "The Links at LionsGate";

WHEREAS, Developer, as the present owner and developer of the Lots, desires to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

**ARTICLE I. DEFINITIONS**

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

(a) "Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of annual and special assessments due with respect thereto from time to time, such adjacent property under common ownership shall constitute such whole or partial number of Lots as may be specified in writing by the Developer, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."



(b) "District" means collectively all of the above-described lots in The Links at LionsGate, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(c) "Developer" means LionsGate Golf Developers, L.L.C., a Kansas limited liability company, and its successors and assigns.

(d) "Owner" means the record owner(s) of title to any Lot, including the Developer.

(e) "Common Areas" means (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems, trees and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in the District (ii) all platted and other landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all Owners within the District, whether or not within the District, (iii) the Right of Way Amenities, (iv) the Green Areas, and (v) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the Owners within the District, whether or not any "Common Area" is located on any Lot.

(f) "Green Areas" means Tract A above and any other green areas that may be platted in the District as a tract and not as a residential lot.

(g) "Right of Way Amenities" has the meaning set forth in Article XVI below.

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

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

(j) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer stating that all or, at the Developer's discretion, substantially all of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in the Developer's absolute discretion at any time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(k) "Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Lots in the District (as then composed or contemplated by the Developer) have been

sold by the Developer and the residences have been constructed thereon, or (ii) the date Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

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

(m) "Club" has the meaning set forth in Article XV below.

(n) "Consumer Price Index" means the "Annual Average, All Items" for Kansas City SMSU of the Consumer Price Index for All Urban Consumers, CPI-U (1982-84=100), as published by the United States Department of Labor, Bureau of Labor Statistics for the applicable period.

(o) "Social Membership Dues" has the meaning set forth in Article XV below.

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

## ARTICLE II. HOMES ASSOCIATION MEMBERSHIP

Until the Turnover Date, the Homes Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner of a Lot, including the Developer as an Owner, shall be a Class B member. Until the Turnover Date, all voting rights shall be held by the Class A member, except that the Class B members shall have the sole right to vote on increases in annual assessments as provided in clause (c) of Section 2 of Article IV below.

After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Lots in the District and every such Owner shall be a member.

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

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

After the Turnover Date, the Board of the Homes Association shall be divided into a number of classes equal to the number of subdivisions in the District, with each separate subdivision in the District being entitled to elect from the members of the Homes Association residing in such subdivision the member(s) of the Board of the class of directors assigned to such subdivision. The size of the Board shall be at least seven (7) in number with the relative number of

positions in each class for each subdivision being as proportional as possible to the relative number of Lots in each subdivision.

### **ARTICLE III. POWERS AND DUTIES OF THE HOMES ASSOCIATION**

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

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

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

(c) To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Homes Association, the Common Areas and the property within the District.

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

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

(f) To enter into and perform agreements with the Developer, other developers, other homes associations and other parties relating to the joint use, operation

and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses related thereto.

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

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

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

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

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines.

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

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

(a) To the extent not provided as a service by any governmental authority, the Homes Association shall provide for the collection and disposal of rubbish and garbage for each residence one day per week (which day, if possible, shall be the same for all residences).

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

(c) The Homes Association shall properly maintain any Right of Way Amenities and otherwise satisfy its and the Owners' obligations with respect thereto, as contemplated in Article XVI.

#### ARTICLE IV. ANNUAL ASSESSMENTS

1. For the purpose of providing a general fund to enable the Homes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the District, other than Lots then owned by the Developer, shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such annual assessment per Lot shall be fixed periodically by the Board, subject to Section 2 below, and, until further action of the Board, shall be \$300.00 per year (commencing in 2000).

2. The rate of annual assessment upon each Lot in the District may be increased:

(a) By the Board from time to time, without a vote of the members, by up to 10% over the rate of annual assessment in effect for the preceding year for each of 2001 through 2005;

(b) After 2005, by the Board from time to time, without a vote of the members, by up to 5% over the rate of annual assessment in effect for the preceding year; or

(c) At any time by any amount by a vote of the members (being for this limited purpose solely the Class B members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase.

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

3. The annual assessments provided for herein shall be based upon the calendar year (commencing in 2000) and shall be due and payable on January 1st of each year; provided, however, that the first assessment for each Lot shall be due and payable only upon a transfer of title to a third party (including a home builder) and shall be prorated as of the date thereof. If the effective date of any increase in the rate of assessment is other than January 1st, a proper portion (as determined by the Board) of the amount of such increase for the remainder of such year shall be due and payable on such effective date. No Lot shall be entitled to receive any services to be provided by and through the Homes Association until such time as the first annual assessment has been paid with respect thereto.

4. Notwithstanding sections 1, 2 and 3 above, from the transfer of title to a Lot from Developer to a third party (including a home builder) until the occupancy of the residence on the Lot, the assessment for such Lot shall be flat \$200.00. No trash services shall be provided by the Homes Association to such Lot during any such period.

5. Upon the initial occupancy of the residence on each Lot, the Owner of the Lot shall pay to the Homes Association a one-time initiation fee equal to the full amount of annual assessment that is then in effect, which initiation fee shall be for the general funds of the Association. The initiation fee shall be in addition to the first regular annual assessment (as it may be prorated).

## **ARTICLE V. SPECIAL ASSESSMENTS**

1. In addition to the annual assessments provided for herein, the Board (a) shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent the Homes Association expends any money (for services, materials, and legal fees and expenses) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and (b) shall levy from time to time special assessments against each and every Lot (other than any Lot then owned by the Developer) in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties as specified in Section 2 of Article III above that require any expenditure during any period in an amount in excess of the general and reserve funds of the Homes Association available therefor.

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

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

4. Each special assessment shall be due and payable upon the Homes Association giving notice of the assessment to the Owner of the Lot.

## **ARTICLE VI. DELINQUENT ASSESSMENTS**

1. Each assessment shall be a charge against the Owner and shall become automatically a lien in favor of the Homes Association on the Lot against which it is levied as soon

as the assessment becomes due. Should any Owner fail to pay any assessment in full within 30 days after the due date thereof, then such assessment shall be delinquent, the Owner shall be charged a late fee of 5% of the unpaid amount and the unpaid amount shall bear interest at the rate of 10% per annum from the delinquency date until paid, which late fee and interest shall become part of the delinquent assessment and the lien on the Lot. Should the Homes Association engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner of the Lot at the time when the assessment became due.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such assessments to the extent applicable to periods prior to the entry of the order allowing such foreclosure or the execution of a deed in lieu thereof but shall not release such Lot from liability for any assessment applicable to periods thereafter. If the Owner subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

3. Payment of a delinquent assessment may be enforced by judicial proceedings against the Owner personally and/or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the Recording Office, and/or the office of the Clerk of the District Court for Johnson County, Kansas, whenever any assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$150.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

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

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

6. No claim of the Homes Association for assessments and charges shall be subject to setoffs or counterclaims made by any Owner.

## **ARTICLE VII. LIMITATION ON EXPENDITURES**

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

## **ARTICLE VIII. NOTICES**

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

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

## **ARTICLE IX. EXTENSION OF DISTRICT**

The Developer shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the existing District and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any street, park or right of way) (regardless of whether the additional property is part of the property platted as The Links at LionsGate or is known by a name other than The Links at LionsGate) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such additional property to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable, as solely determined by the Developer in its absolute discretion.

## **ARTICLE X. AMENDMENT AND TERMINATION**

1. This Declaration may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (a) the Owners of at least two-thirds (2/3) of the Lots within the District as then constituted and (b) if prior to the recording of the Certificate of Substantial Completion, the Developer; provided, however, (i) the written consent of the City shall be required for the termination of this Declaration in its entirety or to any amendment, modification or termination of



any provision of this Declaration regarding the Right of Way Amenities and (ii) the written consent of the record owner of the Club shall be required for the termination of this Declaration in its entirety or to any amendment, modification or termination of any provision of this Declaration regarding the Club. If such consent of the City is requested, it shall be made in writing to the City clerk. The City shall have 60 days, after receipt of the request, to rule on the request.

2. Anything set forth in Section 1 of this Article to the contrary notwithstanding, except the provision relating to the requirement of the City's and the Club's consent, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) either the Veteran's Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the District or any part of the District or any Lot in the District, for federally-approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the District, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, or (iv) until the Turnover Date, the Developer desires to amend this Declaration for any other reason or in any other manner. No such amendment by the Developer shall require the consent of any Owner.

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

## ARTICLE XI. ASSIGNMENT

1. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

2. The Homes Association shall have no right, without the written consent of the Developer, to assign, convey, or transfer all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

## **ARTICLE XII. COVENANTS RUNNING WITH THE LAND**

1. All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of all parts of the District. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the provisions of this Declaration as applied to the Lot owned by such Owner. The provisions of this Declaration shall not benefit or be enforceable by any creditor of the Homes Association (other than the Developer) in such capacity as a creditor.

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

3. No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

## **ARTICLE XIII. SEVERABILITY**

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

## **ARTICLE XIV. COMMON AREAS**

Developer covenants and agrees to convey, by special warranty deed, all of its rights, title and interest in the Common Areas (except any part thereof that is within any Lot or outside of the District) to the Homes Association, without any cost to the Homes Association, at such time(s) as the Developer, in its absolute discretion, may determine, but in all events not later than one month after the Developer has recorded the Certificate of Substantial Completion. Any transfer of title by the Developer shall not constitute an assignment by the Developer of any of its rights, as the developer of the District, pursuant to this Declaration or any other instrument, contract or declaration. In insuring the Common Areas, the Homes Association shall cause the Developer to be named as an additional insured on the insurance coverage until the recording of the Certificate of Substantial Completion.

## **ARTICLE XV. CLUB MEMBERSHIP**

1. Each Owner of a Lot (beginning with the initial occupancy thereof) shall be required to execute and deliver a membership agreement to become a "Social Member" at the golf club facility (the "Club") to be located adjacent to the District. The Club is not being developed by and

will not be owned or operated by the Developer or any party affiliated with or related to the Developer.

2. Pursuant to such membership agreement (which shall be the Club's then standard form), the Owner will be required from the date of the opening of the Club's swimming pool to pay annual dues to the Club in the amount of Five Hundred Dollars (\$500.00) (as adjusted annually by the Club to reflect changes from December 31, 1998 in the Consumer Price Index) ("Social Membership Dues"). Such Social Membership Dues shall be prorated (as determined by the Club) for the first year if the pool is not opened by Memorial Day weekend and for the initial year of occupancy of the Lot. The Social Membership Dues shall be due and payable for the first year upon opening of the pool and thereafter on January 1st of each year. The Social Membership Dues shall be remitted by the Owner directly to the Club pursuant to the membership agreement between the Club and the Owner. There shall be no initiation or similar one time fee or any special assessments levied by the Club against any Owner as a Social Member. In the event that an Owner is also a "golf member" of the Club, the annual Social Membership Dues shall be applied to and credited against that member's Club dues as a golf member and such Owner shall be subject to all other initiation fees or similar one time fees and special assessments levied by the Club against golf members. As a Social Member, each Owner will be allowed to utilize the Club's swimming pool, dining facilities and other facilities as set forth in the Club's bylaws and the membership agreement.

3. The annual Social Membership Dues shall be a charge against the Owner and shall become automatically a lien in favor of the Club on the Owner's Lot as soon as the Social Membership Dues become due. Should any Owner fail to pay the Social Membership Dues within 30 days after the due date thereof, then thereafter such Social Membership Dues shall be delinquent and bear interest at the rate of 10% per annum from the delinquency date until paid, which interest shall become part of the delinquent Social Membership Dues and the lien on the Lot.

4. All liens on any Lot for Social Membership Dues provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such Social Membership Dues to the extent applicable to periods prior to the entry of the order allowing such foreclosure or the execution of a deed in lieu thereof but shall not release such Lot from liability for any Social Membership Dues applicable to periods thereafter. If the Owner subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

5. Payment of delinquent Social Membership Dues may be enforced by the Club by judicial proceedings against the Owner personally and/or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Club may file certificates of nonpayment of Social Membership Dues in the Recording Office, and/or the office of the Clerk of the District Court for Johnson County, Kansas, whenever any Social Membership Dues are delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Club shall be entitled to collect from the Owner of the Lot described therein

a fee of \$150.00, which fee shall be added to the amount of the delinquent Social Membership Dues and the lien on the Lot.

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

7. No Owner may waive or otherwise avoid liability for Social Membership Dues by not using the Club or declining any services provided through the Club or by refusing to execute and deliver or by revoking the membership agreement.

8. The Homes Association shall have no authority, rights, responsibilities or duties with respect to the Club and the Owners' relationship as members thereof. The Club facilities shall not constitute Common Areas of the District.

#### **ARTICLE XVI. RIGHT OF WAY AMENITIES**

1. Pursuant to the terms and conditions of a Right of Way Maintenance Agreement between the Developer and the City, the City may allow the Developer to construct certain Common Area improvements within certain of the public right-of-way associated with streets in the District (the "Right of Way Amenities"). The following provisions of this Article are required to be in this Declaration pursuant to such Right of Way Maintenance Agreement.

2. The Right of Way Amenities, although located within City right-of-way, are the sole responsibility of the Owners, which Owners shall maintain the Homes Association to be used as the vehicle by which to fulfill the obligations of the Homes Association under this Article. Such delegation shall not, however, relieve the Owners of their responsibilities under this Article.

3. The City is hereby released from any and all past, present or future liability for any damage that may be caused at any time to any person or to any real or personal property resulting from or related to, directly or indirectly, the City allowing the Right of Way Amenities to be located in its right-of-way, or otherwise acting or failing to act with respect to the maintenance of the Right of Way Amenities. The City further is hereby released from any and all past, present or future obligations to expend any public funds or to take any other action to maintain or improve the Right of Way Amenities.

4. The Homes Association, or upon its failure, the Owners, will indemnify and hold harmless the City, its Mayor, the members of the City Council and the employees and agents of the City from and against any and all losses, damages, costs and expenses, including reasonable attorneys fees, that may be incurred or suffered by any of them as a result of or in connection with any claims that may be asserted against any of them in connection with the Right of Way Amenities. The Homes Association, or upon its failure, the Owners, will further be required to promptly reimburse the City for any public funds the City may expend with respect to

maintenance of the Right of Way Amenities in the event the Homes Association fails to maintain the same, although the City is under absolutely no obligation to so maintain.

5. The Developer, the Homes Association and the Owners understand and agree, if the City or the City's designee does damage to the Right of Way Amenities, repair or replacement of the same shall not be the responsibility of the City or the City's designee.

6. The Developer, the Homes Association and the Owners understand and agree, should the City determine that the Right of Way Amenities are endangering the public health, safety or welfare or have become unsightly or a nuisance, or interfere in any way with the City's use of the right-of-way, that upon request of the City, the Homes Association will remove or cause to be removed any or all Right of Way Amenities from the City's right-of-way. Should the Homes Association fail to comply with the City's removal request, the City may remove the same and the Homes Association, or upon its failure, the Owners, shall be obligated to reimburse the City for the removal.

7. The Homes Association, or upon its failure, the Owners shall maintain adequate liability insurance to cover all reasonably insurable risks associated with the maintenance of the Right of Way Amenities and the covenants contained in this Article.

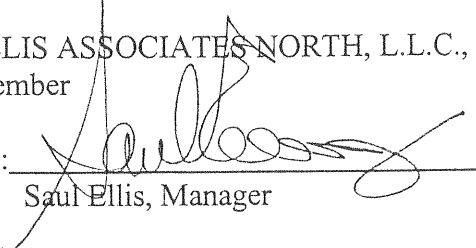
8. The Developer and the City shall be third-party beneficiaries of all provisions of this Declaration relating to the Right of Way Amenities, and the Developer and the City shall have the right to enforce all restrictions, obligations and other provisions regarding the Right of Way Amenities.

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

**THE DEVELOPER:**

LIONSGATE GOLF DEVELOPERS, L.L.C.

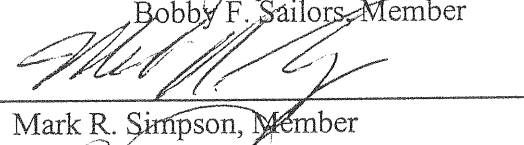
By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

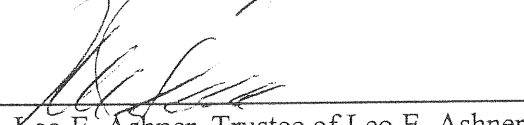
By:   
Saul Ellis, Manager

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

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

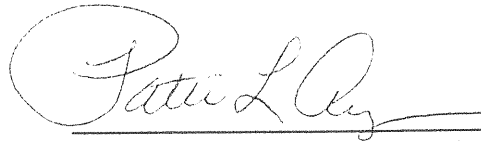
By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

By:   
Leo E. Ashner, Trustee of Leo E. Ashner  
Restated Trust dated November 16,  
1994, as amended, Member

STATE OF KANSAS       )  
  ) ss.  
COUNTY OF JOHNSON )

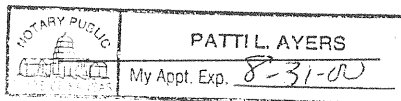
This instrument was acknowledged before me on July 27<sup>th</sup>, 2000 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; Leo E. Ashner, Trustee of Leo E. Ashner Restated Trust dated November 16, 1994, as amended; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.



Notary Public in and for Said County and State

Print Name: Patti L. Ayers

My Commission Expires:



2000 JUL 28 P 4: 58.1

SARA F. ULLMANN  
REGISTER OF DEEDS

**THE LINKS AT LIONSGATE  
DECLARATION OF RESTRICTIONS**

THIS DECLARATION is made as of the 27 day of July, 2000, by LionsGate Golf Developers, L.L.C., a Kansas limited liability company ("Developer").

WITNESSETH:

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

Lots 1 through 21, 25 through 52, 117 through 126, 128 through 145, and 215 through 237, and Tract A, THE LINKS AT LIONSGATE, a subdivision in the City of Overland Park, Johnson County, Kansas.

WHEREAS, such plat is the first plat in the overall area to be known generally as "The Links at LionsGate";

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

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

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

(a) "Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(b) "Subdivision" means all of the above-described lots in The Links at LionsGate, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.



(c) "Developer" means LionsGate Golf Developers, L.L.C., a Kansas limited liability company, and its successors and assigns.

(d) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(e) "Common Areas" means (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision, (ii) all platted and other landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all owners within the Subdivision, whether or not in the Subdivision, (iii) any Green Areas, and (iv) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision, whether or not any "Common Area" is located on any Lot.

(f) "Green Areas" means Tract A above and any other green areas that may be platted in the Subdivision as a tract and not as a residential lot.

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

(h) "Exterior Structure" means any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, swingset, trampoline, sand box, playhouse, treehouse, jungle gym, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(i) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer stating that all or, at the Developer's discretion, substantially all of the Lots in the Subdivision (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(j) "Approving Party" means (i) prior to the recording of the Certificate of Substantial Completion, the DRC and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Board (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

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

(l) "DRC" means the committee of persons designated from time to time by the Developer to review and approve certain matters relating to the Subdivision.

(m) "Architectural Committee" means: (i) prior to the Turnover Date, the DRC; and (ii) on and after the Turnover Date, a committee comprised of at least five members of the Homes Association (at least two of whom resides in the Subdivision), all of whom shall be appointed by and serve at the pleasure of the Board (subject to the term limitations and other provisions of Section 14 below).

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

(o) "Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Lots in the Subdivision (as then composed or contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

(p) "Golf Course" means the golf course to be constructed, owned and operated by a third party adjacent to the Subdivision.

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

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes until the last Lot in the Subdivision is sold and the last residence is constructed in the Subdivision.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, masonite or wood lap siding, plate glass, glass blocks, or any combination thereof. Except as specifically approved in writing by the Developer, no exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as,

without limitation, 4 feet by 8 feet panels. All windows shall be constructed of glass, wood, metal, fiberglass, or vinyl clad and wood laminate, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, metal, fiberglass, or vinyl clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof. Roofs shall be covered with wood shingles, wood shakes, composite, slate tile, clay or concrete. The Approving Party shall have the right to establish in writing a list of the specific types, colors and other aesthetic factors of the materials to be used for composite, slate, tile, clay and concrete roofs within the Subdivision (whether as part of new construction or reroofing). The list established by the Approving party may generally specify the characteristics of the permitted roofing materials and/or specifically approve certain products by manufacturer name and product name, color, etc. The Approving Party shall have the right to establish and to alter this list(s) (by addition or deletion) from time to time in its discretion. No supplemental recording shall be required for any such list or alteration thereof to be effective. Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Approving Party in its absolute discretion, shall be acceptable upon written approval by the Approving Party in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Approving Party shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, stucco and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) or stain. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure.

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

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue, and all fireplace flues shall be capped with a black or color-conforming metal rain cap.

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

(f) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel,

asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

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

4. Minimum Floor Area. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least: 2,000 square feet for a ranch style residence (including a so called reverse one and one-half story), 2,800 square feet for a two story residence with at least 1,400 square feet on the first floor, and 2,600 square feet for a one and one-half story residence with at least 1,800 square feet on the first floor. Finished floor area shall exclude any finished attics, garages, basements (including lower level of a so-called reverse one and one-half story) and similar habitable areas. The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

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

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme have been submitted to and approved in writing by the DRC or, in the case of Exterior Structures to the extent provided in Section 8 below, the Architectural Committee. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the DRC or the Architectural Committee, as the case may be. All building plans and plot plans shall be designed to minimize the removal of existing trees.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Architectural Committee.

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The DRC and the Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan

or any approved lot grading plan or for the DRC or the Developer not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil. The DRC and the Developer do not represent or guarantee to any Owner or other person that any grading plan for the Lots that the DRC or the Developer or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

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

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within one year following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within 18 months after such construction commencement. In the event such construction is not commenced within such one year period (or extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at 95% of the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the Architectural Committee shall not be required for (i) any Exterior Structure erected by or at the request of the Developer or (ii) any Exterior Structure that (A) has been specifically approved by the Developer or the DRC prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer or the DRC and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Approving Party, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) Perimeter fencing of the Lots is discouraged, but may be allowed by the Approving Party, in its discretion, on a Lot by Lot basis. All fences and privacy screens shall be constructed only of wrought-iron (or similar) materials in the specific style(s) and color(s) approved by the Developer, except that fences/screens around patios and hot tubs may be constructed of wood in the specific style(s) approved by the Developer with the finished side out. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. No chain link or similar fence shall be permitted. No fence may be installed in any platted landscape easement. Unless and until otherwise specifically approved in writing by the Approving Party, (A) no fence, boundary wall or privacy screen shall exceed four feet in height, (B) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Approving Party) of the residence, (C) no wood fence may be used as a perimeter fence around the Lot, (D) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools and hot tubs, (E) all perimeter fences must be joined to or abutting any previously existing fences on adjacent Lots, (F) all fences shall be stair-stepped to follow the grade of the Lot, and (G) no wood fence/screen shall be painted or stained. No gates may be installed which would allow access between any Lot and the Golf Course.

(ii) All basketball goals shall be permanently installed, free standing and not attached to the residence. All backboards shall be transparent and all poles shall be a neutral color. There shall be only one basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) Except where specifically authorized by the Developer or the Architectural Committee in writing, all recreational or play structures (other than basketball goals, which are provided for above) shall be made of materials approved in writing by the Approving Party and shall be located behind the rear corners (as determined by the Approving Party) of the residence. No jungle gym or other play structure shall be located within 20 feet of the Golf Course boundary.

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

(v) The following Exterior Structures shall be prohibited: animal houses, animal runs, trampolines, portable basketball goals, tennis courts, paddle

tennis courts, tree houses, batting cages, detached greenhouses and other detached outbuildings.

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

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

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City.

(b) No noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and Exterior Structure shall be kept and maintained by the Owner in good condition and repair at all times. Each residence shall be repainted by the Owner every four years (or less as needed). Any exterior color change must be approved in advance in accordance with Section 5(b).

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

(d) Overnight parking of motor vehicles, trailers or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed.

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

(i) Storing in an enclosed garage;

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

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

(g) Except as provided in subsection (f) above, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored over night on any Lot, except in an enclosed garage.

(h) No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 25 inches in diameter) may be installed, without the specific approval of the Approving Party, so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners.

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

(j) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior landscaping lighting must be approved in advance by the Approving Party.

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

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

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

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

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



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

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

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

(ii) One garage sale sign not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Lot when the sale is being held, provided such signs are erected in accordance with City code and are removed within 24 hours after the close of the sale.

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

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

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

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

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

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

name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations, including, without limitation, the payment of dues, under this Declaration with respect to the Lot.

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

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

11. Lawns, Landscaping and Gardens. Prior to occupancy, and in all events within seven months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the Approving Party. No lawn shall be planted with zoysia or buffalo grass. Prior to occupancy, and in all events within seven months following commencement of construction of the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include a minimum expenditure of \$3,000 on foundation plantings in the front yard, plus at least five trees of three inch or more caliper of which two shall be in the front yard (in addition to any trees planted by the Developer) and three shall be in the back yard). No more than two of such five required trees shall be non-deciduous and at least three must be hardwood. All landscaping shall be installed in accordance with the landscaping plans approved by the DRC.

Each Lot is also required to have a sprinkler system installed prior to occupancy covering the entire front, rear and side yards of the Lot and to use the sprinkler system as necessary or appropriate (as determined by the Approving Party) during the late spring, summer and early fall months.

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

All vegetable gardens shall be located behind the rear corners of the residence and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot, except with the prior written consent of the Approving Party.

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

The Developer shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s) and location shall be selected by the Developer in its absolute discretion. Each Owner shall properly water and maintain all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer, but excluding those in a Common Area maintained by the Homes Association).

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, including, without limitation, the Johnson County Unified Wastewater District, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Homes Association and maintaining any Common Area. Any physical damage caused in the exercise of such easement shall be repaired by and at the expense of the party exercising the easement right.

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

13. Common Areas.

(a) The Developer and its successors, assigns, and grantees, as Owners, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

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

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

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

(i) No automobiles or motorized vehicles of any kind shall be allowed in the Green Areas except in any designated parking lots.

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

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

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

14. Architectural Committee.

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

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior

Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions. Any written application complete with appropriate drawings and other information that is not acted upon by the Architectural Committee within 35 days after the date on which it is filed shall be deemed to have been approved.

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

15. Golf Course and No Cut – No Build Zone.

(a) Upon acquisition of his Lot, each Owner, for himself, the members of his family, his guests and his invitees, shall be deemed to have released and agreed never to make a claim against the Developer, or the owner or operator of the Golf Course, or their respective successors and assigns, or any of its or their employees, members, agents, owners, or contractors, for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Golf Course or in connection with the operation of the Golf Course, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties or the Golf Course for damages, equitable relief or otherwise. Each such person shall be deemed to have recognized, known and accepted all of the potential (whether foreseeable or not) damages, risks, hazards and consequences generally or specially inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitation: flying golf balls and other objects; holes, depressions and hazards; large numbers and continuous flow of players and spectators; hours of play; proximities of greens, tees, fairways and other features to residences, yards and streets; inconvenience; lakes, creeks and other waterways; golf carts; water sprinklers and distribution facilities; and the use of pesticides, herbicides, fertilizers and other chemicals and the health hazards related thereto (including, without limitation, allergy susceptibilities). The doctrines of strict tort liability and nuisance shall not be applicable to the operation of the Golf Course, which doctrines shall be deemed waived.

(b) Each Lot adjacent to the Golf Course shall have an area 20 feet wide adjacent to the Golf Course boundary that is a "No Cut - No Build Zone". No man-made structures may be constructed or placed within this zone, except as expressly permitted by the Approving Party.

16. No Liability for Approval or Disapproval.

(a) Neither the Developer, nor the Homes Association, nor any member of the DRC, the Architectural Committee or the Board (or any committee thereof), shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

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

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

The Developer, the Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions herein set forth, in addition to any action at law for damages. To the extent permitted by law, if the Developer or the Homes Association shall be successful in obtaining a judgment or consent decree in any such court action, the Developer and/or Homes Association shall be entitled to

receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Homes Association with respect to such action.

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

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

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

18. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

19. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2030, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2030, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2030, or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least two thirds (2/3) of the Lots within the Subdivision as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association.



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

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

20. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to the Golf Course, any street, park or right-of-way) by executing, acknowledging and recording a written instrument subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion.

21. Severability. Invalidity of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

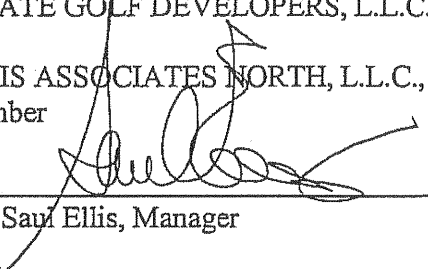


IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

**THE DEVELOPER:**

LIONSGATE GOLF DEVELOPERS, L.L.C.

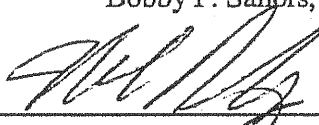
By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

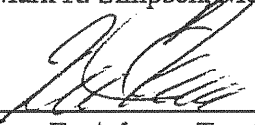
By:   
Sam Ellis, Manager

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

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

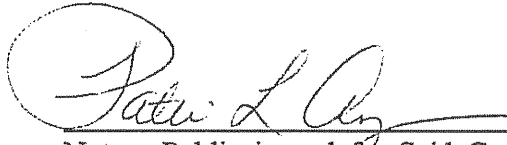
By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

By:   
Leo E. Ashner, Trustee of the Leo E.  
Ashner Restated Trust dated November  
16, 1994, as amended, Member

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON )

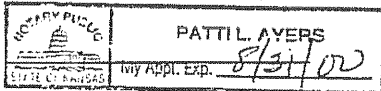
This instrument was acknowledged before me on July 27<sup>th</sup>, 2000 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; Leo E. Ashner, Trustee of the Leo E. Ashner Restated Trust dated November 16, 1994, as amended; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.



Notary Public in and for Said County and  
State

Print Name: Patti L. Ayers

My Commission Expires:



23938 / 44776  
SNWOO 119241 v6

(3) Instrument filed by  
Security Land Title Company

3311258

STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

\$45.00

2001 OCT 12 P 4:13 PM

REEBECCA L. DAVIS  
REGISTER OF DEEDS

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

THIS AMENDMENT ("Amendment") is made and entered into as of September 25, 2001 by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners") and LionsGate Golf Developers, L.L.C., as the developer of the lots described below (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the developer of the residential area in the City of Overland Park, Johnson County, Kansas, commonly known as "The Links at LionsGate"; and

WHEREAS, the Developer has previously executed a certain document entitled The Links at LionsGate Area Homes Association Declaration and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") on July 28, 2000, as Instrument No. 3144176 in Book 6648 at Page 156, as supplemented by The Links at LionsGate Area Homes Association Declaration Additional Phase recorded as Instrument No. 3311257 in Book 7336 at Page 157 (as so supplemented, the "Declaration"); and

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

All of Lots 1 through 21, 25 through 52, 117 through 126, 128 through 145, and 215 through 237, The Links at LionsGate, a subdivision of land in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

All of Lots 23, 24, 25 and 65 through 116, The Links at LionsGate, Second Plat, a subdivision of land in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

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

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

A. The following paragraphs are hereby added to Article XIV of the Declaration:

Developer intends to construct two outdoor tennis courts and related improvements on Lot 50 of The Links at LionsGate and to lease such real property and improvements (the "Tennis Courts"), on a long-term basis, to the owner of the

Golf Course for use as part of the facilities of the Club (defined in Article XV). Developer shall transfer ownership of the Tennis Courts to the Homes Association, subject to such lease and the utility easement described below, as provided in this Article XIV. The Tennis Courts shall be a Common Area.

A certain portion of the Tennis Courts will be constructed within a utility easement in favor of the City where a public storm sewer is located. Pursuant to a Utility Easement Use Agreement between the City and the Homes Association recorded in the Recording Office as Instrument No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ (the "Use Agreement"), which Use Agreement was required by the City, the City has disclaimed all responsibility for the cost of any disruption of the use of the Tennis Courts or for any damage that the City's agents, contractors or employees may cause to personal or real property located on or near the utility easement by the City's use of the utility easement to maintain, repair, modify, reconstruct, or replace the storm sewer facility. The Homes Association, at its cost and expense, shall be responsible for the restoration of the tennis courts and/or the fence surrounding the tennis courts whenever such restoration becomes necessary as a result of the City's use of the easement to maintain, repair, modify, reconstruct, or replace the storm sewer facility.

B. The following new subsection (d) is hereby added to Section 2 of Article III of the Declaration (relating to the duties of the Homes Association):

(d) Commencing with calendar year 2002 and so long as the requirements set forth below are satisfied, the Homes Association shall pay to the Club each calendar year an amount equal to the product of \$30.00 times the number of Lots within the District that are then subject to paying the annual assessments under Article IV. The \$30.00 per Lot amount shall be prorated for Lots that first become subject to the full annual assessment during that year. These payments to the Club shall be required and shall continue only so long as:

(i) The Club places the payment from the Homes Association in a segregated account for use by the Club solely toward the costs of dredging, as needed, the Golf Course lakes that receive stormwater runoff from the District;

(ii) Each year the Club also deposits into the segregated account, for such sole use, an amount of the Club's funds equal to the payment received from the Homes Association; and

(iii) The Club pays all other costs of such dredging and makes no claim against the Homes Association, the Developer or any Owner of a Lot for further reimbursement on participation in such dredging costs.

C. Pursuant to Article X of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution

hereof by the owners of record of at least two-thirds (2/3rds) of the Lots, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Recording Office.

D. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts.

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

**THE DEVELOPER:**

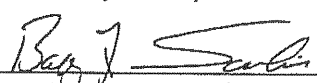
LIONSGATE GOLF DEVELOPERS, L.L.C.

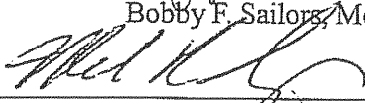
By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

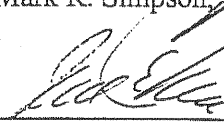
By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

By:   
Leo E. Ashner, Trustee of Leo E. Ashner  
Restated Trust dated November 16,  
1994, as amended, Member

STATE OF KANSAS        )  
                                  ) ss.  
COUNTY OF JOHNSON    )

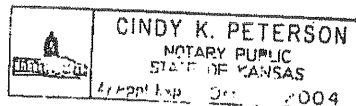
This instrument was acknowledged before me on September 20, 2001 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; Leo E. Ashner, Trustee of Leo E. Ashner Restated Trust dated November 16, 1994, as amended; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

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

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas


Lots 1, 37, 38, 49 and 50, The Links at LionsGate

Lots 23, 24, 25 and 65 through 116, The Links at LionsGate, Second Plat

Dated: September 19, 2001

LIONSGATE GOLF DEVELOPERS, L.L.C.

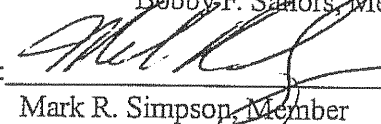
By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

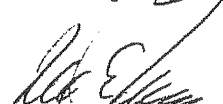
By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

By:   
Leo E. Ashner, Trustee of Leo E. Ashner  
Restated Trust dated November 16,  
1994, as amended, Member

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON   )

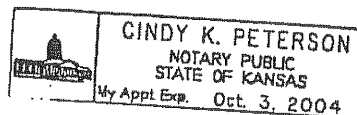
This instrument was acknowledged before me on September 20, 2001 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; Leo E. Ashner, Trustee of Leo E. Ashner Restated Trust dated November 16, 1994, as amended; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

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

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04





AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 12, 35, 122 and 228, The Links at LionsGate

Dated: September 20, 2001

BODINE - ASHNER BUILDERS, INC.

By: [Signature]  
Name: CHRISTOPHER ASHNER  
Title: V. President

STATE OF Kansas  
COUNTY OF Jackson ss.

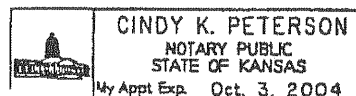
This instrument was acknowledged before me on September 20, 2001 by Christopher Ashner, as President of Bodine - Ashner Builders, Inc., a Kansas corporation.

[Signature]  
Notary Public in and for Said County and State

Print Name: Cindy Peterson

My Commission Expires:

10/03/04



23938 / 44776  
SNWOO 160422

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 2, 30, 133 and 126, The Links at LionsGate

Dated: September 20, 2001

DON JULIAN BUILDERS, INC.

By: [Signature]  
Name: Don Julian  
Title: President

STATE OF Kansas  
COUNTY OF Johnson ss.

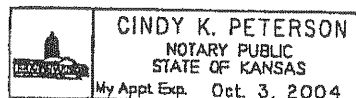
This instrument was acknowledged before me on September 20, 2001 by Don Julian, as President of Don Julian Builders, Inc., a Kansas corporation.

[Signature]  
Notary Public in and for Said County and State

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



23938 / 44776  
SNWOO 160422

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 4, 5, 19 and 45, The Links at LionsGate

Dated: September 20<sup>th</sup>, 2001

WALLS CONSTRUCTION CO.

By: [Signature]  
Name: L. THOMAS WALLS  
Title: MAN

STATE OF Kansas  
COUNTY OF Johnson ss.

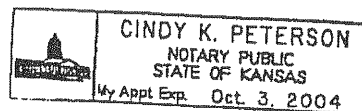
This instrument was acknowledged before me on September 20<sup>th</sup>, 2001 by  
L. Thomas Walls, as Manager of Walls Construction Co.,  
a Kansas Corp.

[Signature]  
Notary Public in and for Said County and  
State

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



23938 / 44776  
SNWOO 160422

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 7, 124, 145 and 236, The Links at LionsGate

Dated: September 20, 2001

ASHNER CONSTRUCTION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Jeffrey G. Ashner  
Pres

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Kansas  
) ss.  
Johnson

This instrument was acknowledged before me on September 20, 2001 by  
Jeffrey Ashner, as President of Ashner Construction, Inc.  
a Kansas corporation.

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

Print Name: \_\_\_\_\_

Cindy K Peterson

My Commission Expires:

10/03/04

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 21, 123 and 142, The Links at LionsGate

Dated: September 19, 2001

THOMSON-SAILORS HOMES, LLC

By: Bobby F. Sailors  
Name: Bobby F. Sailors  
Title: Member

STATE OF Kansas ) ss.  
COUNTY OF Johnson

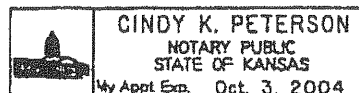
This instrument was acknowledged before me on September 19, 2001 by Bobby Sailors, as member of Thomson-Sailors Homes, L.L.C., a Kansas limited liability company.

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

Print Name: Cindy K. Peterson

My Commission Expires:

10/03/04



23938 / 44776  
SNWOO 160422

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 3, 9, 33, 121 and 120, The Links at LionsGate

Dated: September 20, 2001

HARRINGTON DEVELOPMENT, INC.

By: William E. Harrington  
Name: William E. Harrington  
Title: President

STATE OF Kansas  
COUNTY OF Johnson ss.

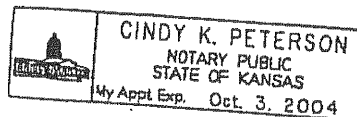
This instrument was acknowledged before me on September 20, 2001 by William E. Harrington as President of Harrington Development, Inc., a Kansas corporation.

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

Print Name: Cindy K. Peterson

My Commission Expires:

10/03/04



23938 / 44776  
SNWOO 160422

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 40, 143, 234 and 235, The Links at LionsGate

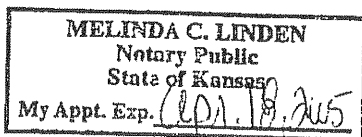
Dated: September 19, 2001

LAMBIE-GEER HOMES, INC.

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Kansas,  
COUNTY OF Johnson ss.

This instrument was acknowledged before me on September 19, 2001 by  
John R. Geer, as Sec of Lambie-Geer Homes, Inc.  
a Kansas corporation.



My Commission Expires:

April 18, 2005

Melinda C. Linden  
Notary Public in and for Said County and  
State

Print Name: Melinda C. Linden

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 6, 117, 119 and 219, The Links at LionsGate

Dated: September 18, 2001

FRED RILEY HOME BUILDING CORP.

By: \_\_\_\_\_

Name: FRED C. RILEY  
Title: PRES.

STATE OF Kansas  
COUNTY OF Johnson ss.

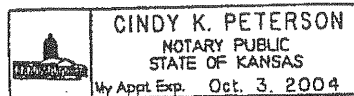
This instrument was acknowledged before me on September 18, 2001 by  
Fred Riley, as President of Fred Riley Home Building Corp.  
a Kansas Corporation.

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

Print Name: Cindy K. Peterson

My Commission Expires:

10/03/04



23938 / 44776  
SNWOO 160422



CM9

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 17, 34, 131 and 138, The Links at LionsGate

Dated: September 25<sup>th</sup>, 2001

TIMBERSTONE DEVELOPMENT, INC.

By: B. Childers  
Name: BRETT CHILDERS  
Title: PRES.

STATE OF Kansas  
COUNTY OF Johnson ss.

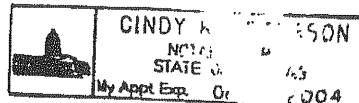
This instrument was acknowledged before me on September 25<sup>th</sup>, 2001 by Brett Childers, as President of Timberstone Development, Inc., a Kansas corporation.

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

Print Name: Cindy K. Peterson

My Commission Expires:

10/03/04



23938 / 44776  
SNWOO 160422

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 51, 140, 220, The Links at LionsGate

Dated: September 25, 2001

KOEHLER BUILDING CO. INC.,

By:

Brian Koehler  
Name: Brian Koehler  
Title: Pres.

STATE OF Kansas )  
COUNTY OF Johnson ) ss.

This instrument was acknowledged before me on September 25, 2001 by  
Brian Koehler, as President of  
Koehler Bldg. a Kansas Corp.

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

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04

AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 11, 132, 222, The Links at LionsGate

Dated: September     , 2001

CREATIVE HOME DESIGN, INC.

By: [Signature]  
Name: Jim Ashner  
Title: President

STATE OF Kansas )  
COUNTY OF Johnson ) ss.

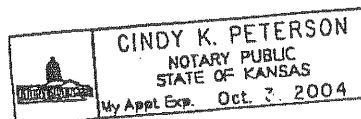
This instrument was acknowledged before me on September 25, 2001 by  
Jim Ashner as President of  
Creative Home Design, Inc. Kansas Overland Park

[Signature]  
Notary Public in and for Said County and  
State

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 41, 125, The Links at LionsGate

Dated: September 27, 2001

DKM HOMES, INC.

By: Leonard Marks

Name: LEONARD MARKS

Title: PRES.

STATE OF Kansas

COUNTY OF Johnson ) ss.

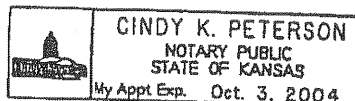
This instrument was acknowledged before me on September 27, 2001 by  
Leonard Marks as President of  
DKM Homes a Kansas Corporation

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

Print Name: Cindy Peterson

My Commission Expires:

10/03/04



AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 13, 42, 230, 231, The Links at LionsGate

Dated: September 27, 2001

RICHARD DUTTON BUILDERS, INC.

By: [Signature]

Name: Richard Dutton

Title: President

STATE OF Kansas

COUNTY OF Johnson ) ss.

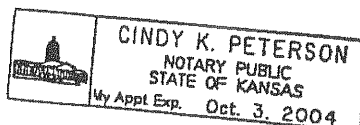
This instrument was acknowledged before me on September 27, 2001 by  
Richard Dutton as President of  
Richard Dutton Builders, Kansas, Co.

[Signature]  
Notary Public in and for Said County and  
State

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



AMENDMENT TO  
THE LINKS AT LIONSGATE  
AREA HOMES ASSOCIATION DECLARATION

EXECUTION PAGE FOR LOT OWNERS

Lots Owned in The Links at LionsGate, City of Overland Park, Johnson County, Kansas

Lots 130, 137, The Links at LionsGate

Dated: September 27, 2001

F.W. FARLEY BUILDERS, INC.

By:

Name:

Title:

F.W. Farley III  
Pres.

STATE OF

COUNTY OF

Kansas  
Johnson ) ss.

This instrument was acknowledged before me on September 27, 2001 by  
F.W. Farley III, as President of  
F.W. Farley Builders, Inc. a Kansas Corp.

Cindy K. Peterson

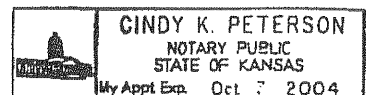
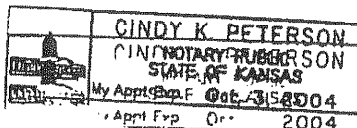
Notary Public in and for Said County and  
State

Print Name:

Cindy K. Peterson

My Commission Expires:

10/03/04



① This instrument filed by  
Security Land Title Company

3311256

THE LINKS AT LIONSGATE  
DECLARATION OF RESTRICTIONS  
ADDITIONAL PHASE

STATE OF KANSAS  
COUNTY OF JOHNSON) SS  
FILED FOR RECORD

#1000 2001 OCT 12 P 4:12 PM

REBECCA L. DAVIS  
REGISTER OF DEEDS

THIS DECLARATION is made as of the 28 day of September, 2001, by LionsGate Golf Developers, L.L.C., a Kansas limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas, an additional plat of the subdivision known as "The Links at LionsGate"; and

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

Lots 23, 24, 25 and 65 through 116, The Links at LionsGate  
Second Plat, a subdivision in City of Overland Park, Johnson  
County, Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain The Links at LionsGate Declaration of Restrictions, dated as of July 27, 2000 (the "Original Declaration"), executed by the Developer and filed with the Office of the Register of Deeds of Johnson County, Kansas on July 28, 2000, and recorded as Instrument No. \_\_\_\_\_ in Book 6648 at Page 137.

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 20 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on September 28, 2001 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; Leo E. Ashner, Trustee of Leo E. Ashner Restated Trust dated November 16, 1994, as amended; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

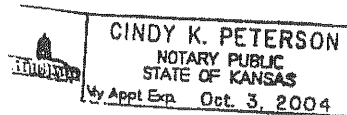
Cindy K Peterson  
Notary Public in and for Said County and State

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04

23938 / 44776  
SNWOO 160341



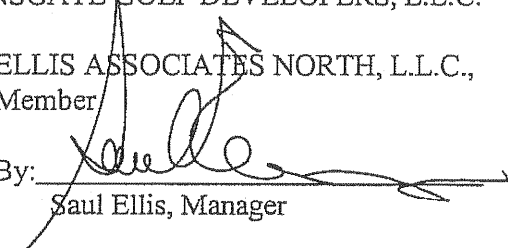


IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

**THE DEVELOPER:**

LIONSGATE GOLF DEVELOPERS, L.L.C.

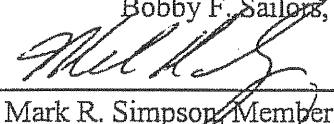
By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

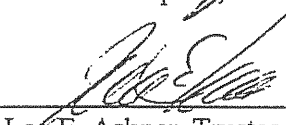
By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

By:   
Leo E. Ashner, Trustee of Leo E. Ashner  
Restated Trust dated November 16,  
1994, as amended, Member

Accom

3599617

This instrument filed by  
Security Land Title Company

LINKS VILLAS AT LIONSGATE  
HOMES ASSOCIATION DECLARATION

\$24.00  
\$20.00

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

2003 APR -3 A 10: 27 9

REBECCA L. DAVIS  
REGISTER OF DEEDS

THIS DECLARATION, made as of the 31<sup>st</sup> day of March, 2003, by LionsGate Golf Developers, L.L.C., a Kansas limited liability company (the "Developer") and the persons executing this Declaration in their capacities as lot owners.

WITNESSETH:

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

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

Lots 1 through 46, and Tract A, LINKS VILLAS AT LIONSGATE,  
a subdivision in City of Overland Park, Johnson County, Kansas;

and

WHEREAS, the Developer and the other persons executing this Declaration, as the owners of the Villas Lots, desire to subject the Villas Lots to the covenants, assessments, charges and other provisions contained in that certain The Links at LionsGate Area Homes Association Declaration, dated as of July 27, 2000, executed by the Developer and filed with the Register of Deeds of Johnson County, Kansas as Instrument No. 3144176 in Book 6648 at Page 156, as amended by Amendment recorded as Instrument No. 3311258 in Book 7336 at Page 160 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, Developer and the other persons executing this Declaration, for themselves and for their respective successors and assigns, and for their future grantees, hereby agree and declare that all of the Villas Lots shall be, and they hereby are, subject to the covenants, assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article IX of the Original Declaration, this instrument shall have the effect of subjecting the Villas Lots to all of the provisions of the Original Declaration as though the Villas Lots had been originally described therein and subject to the provisions thereof.

For purposes hereof, the term "Private Street" means all streets and roadways within the Links Villas at LionsGate plat that are private streets for the use of residents and guests of the Villas Lots and not dedicated as public streets of the City, and any storm sewers, traffic control devices, parking areas, entry gate systems, gate houses and other structures that may be installed upon or adjacent to such private street. Attached hereto as Exhibit A is the legal description of the Private Street.

All landscape easement and entry monument areas in the Links of LionsGate Villa plat and generally located north of the entry gate to the Private Street are "Common Areas" to be

BOOK 8828 PAGE 254

owned by the Homes Association on behalf of the entire District; provided, however, that the entry monument wall itself and the entry gate system itself shall be "Villas Common Areas".

Tract A of Links Villas at LionsGate, the Private Street, and all street islands and entry monument areas in the Links of LionsGate Villa plat and generally located south of the entry gate to the Private Street (including, without limitation, the entry monument wall itself and the entry gate system itself) are "Villas Common Areas" to be owned and maintained by the Homes Association on behalf of, and solely for, and at the sole expense of the Villas Lots.

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

1. The following shall be additional duties and obligations of the Homes Association under subsection 2 of Article III of the Original Declaration with respect to, and paid for solely by, the Villas Lots that are then subject to assessment (as provided below):

(a) The Homes Association shall at all times be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Villas Common Areas, subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

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

(c) The Homes Association shall provide and pay for the costs of spring start-up, winterization, and repair and maintenance of lawn sprinkler systems (excluding that part of any system lying in any flower and shrub beds) on the Villas Lots and shall have the right to control the use of such lawn sprinkler systems, except that the Homes Association shall not be obligated to repair any damage caused by the gross negligence or willful misconduct of the Owner or the Owner's guests or contractors, the Homes Association shall not be obligated to repair or replace any control panel, and the Homes Association shall not pay for any water used by the sprinkler system (all of which shall be the responsibility of the Owner).

(d) The Homes Association shall maintain, repair and replace the Private Street, as and when necessary.

(e) The Homes Association shall provide snow (but not ice) clearing for the Private Street and for the driveways, front sidewalks and front porches on the Villas Lots, as soon as possible when the accumulation reaches two inches or more and the snow stops. The Homes Association shall not be required to apply any salt or other chemical treatments to any surfaces.

(f) The Homes Association shall maintain, repair and replace any perimeter fencing that may be installed by or for the Developer or the Homes Association around all or any part of the boundaries of the Links Villas at LionsGate plat; provided, however, that any damage to such fencing by an Owner or guest or contractor of an Owner shall be repaired by such Owner.

The Board of Directors of the Homes Association shall establish a committee (the "Villas Committee") for purposes of exercising the authority and duties of the Homes Association relating solely to the Villas Lots and the expenditure of assessments contributed solely by the Villas Lots for purposes of the Villas Lots, as set forth in this Section 1 and Section 2 below. All persons serving on the Villas Committee shall be representatives of the Developer or Owners of the Villas Lots. The Villas Committee shall have the right to further determine the scope and timing of the foregoing services and shall have the right to establish, maintain and expend reserve funds for the services to be provided by the Homes Association under this Section 1. The Villas Committee shall establish and maintain a reserve for the future maintenance, repair and replacement of the Private Street. Neither Developer nor the Homes Association nor any member of the Board or the Villas Committee, nor any other person shall have any liability to any Owner or member of the Homes Association if no reserves are established or maintained or if any reserves are inadequate.

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

Each of the Board and the Villas Committee shall have the right to establish and enforce rules and regulations (including, without limitation, fines) regarding the use of the Villas Common Areas.

2. In addition to the annual assessments payable by each Lot in the District (including the Villas Lots), each of the Villas Lots (other than Villas Lots then owned by the Developer and Villas Lots then owned by a builder prior to the initial occupancy of a residence thereon) shall be subject to and shall pay supplemental monthly assessments, special assessments and initiation assessments as follows for the purpose of providing the Homes Association a special fund to satisfy its duties and obligations with respect to the Villas Lots as described in Section 1 above:

(a) Each Villas Lot, beginning with the initial occupancy of the residence thereon, shall be subject to a supplemental monthly assessment to be paid to the Homes Association by the Owner of the Villas Lot. The amount of such supplemental monthly assessment shall be fixed by the Villas Committee each year and until further action of the Villas Committee shall be \$300.00 per month commencing in 2003. The rate of such supplemental monthly assessment upon each Villas Lot may be:

(i) increased by the Villas Committee from time to time, without a vote of the Owners of the Villas Lots, by up to 25% over the rate of supplemental monthly assessment in effect on the preceding January 1<sup>st</sup>; or

(ii) by up to 100% over the rate of supplemental monthly assessment in effect on the preceding January 1<sup>st</sup>, by a vote of the Owners of Villas Lots at a meeting called (in whole or in part) for that purpose and of which notice is duly given and if the Owners of a majority of the Villas Lots present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote therefor.

Notwithstanding the foregoing limits on supplemental monthly assessment amounts, the Villas Committee, without a vote of the Owners of the Villas Lots, shall always have the power to set, and shall set, the rate of supplemental monthly assessment at an amount that will permit the Homes Association to perform its duties and obligations for the Villas Lots as described in Section 1 above. If the Villas Committee fails to set the supplemental monthly assessment for any year, the Board shall have the right to do so.

The Developer shall have the right (but not the obligation) to make non-interest bearing loans to the Homes Association for shortfalls in receipts versus expenditures for the Villas Common Areas incurred by the Homes Association through the Turnover Date, which loans shall be repaid to the Developer by the Homes Association solely out of the supplemental monthly assessments and special assessments on the Villas Lots in two equal annual installments commencing six months after the Turnover Date or in earlier payments to the extent the Homes Association has funds available therefor out of the supplemental monthly assessments and special assessments on the Villas Lots.

(b) In addition, the Villas Lots (other than Villas Lots then owned by the Developer and Villas Lots then owned by a builder prior to the initial occupancy of a residence thereon) shall be subject to special assessments from time to time as assessed by the Villas Committee or the Board to enable the Homes Association to perform its duties and obligations described in Section 1 above that require any expenditure by the Homes Association during any period in an amount in excess of the supplemental monthly assessments received from the Villas Lots under paragraph (a) above.

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

(d) Upon the initial occupancy of the residence on each Villas Lot, the Owner of the Lot shall pay to the Homes Association a one-time initiation assessment equal to two times the amount of monthly supplemental assessment then in effect, for deposit to

the reserve funds of the Homes Association relating to the Villas Common Areas. This initiation assessment shall be in addition to the first regular annual assessment and the first regular supplemental monthly assessment payable to the Homes Association with respect to such Villas Lot.

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

3. The provisions of Sections 1 and 2 above may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least two-thirds (2/3) of the Villas Lots as then constituted, and (ii) prior to the recording of the Certificate of Substantial Completion with respect to the Villas Lots, the Developer or, thereafter, the Association (acting with the approval of two-thirds of the full number of members of the Board).

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

**THE DEVELOPER:**

LIONSGATE GOLF  
DEVELOPERS, L.L.C.


By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

STATE OF KANSAS           )  
                                      ) ss.  
COUNTY OF JOHNSON       )

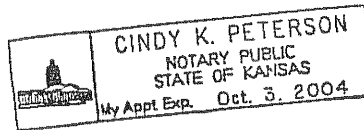
This instrument was acknowledged before me on <sup>copy</sup> March 1, 2003 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

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

Print Name Cindy K Peterson

My Commission Expires:

10/03/04



EXECUTION PAGE FOR LOT OWNERS

The undersigned owner of record of Lots 26, 30, 31, 34 and 38 of Links Villas at LionsGate, a subdivision in Overland Park, Johnson County, Kansas, hereby agrees to and subjects and submits such Lots to the foregoing Declaration.

*april 1st*  
Dated: ~~March~~ April 1st, 2003

BODINE-ASHNER BUILDERS, INC.

By: *Chris*  
Name: Christopher Ashner  
Title: ✓ President

ACKNOWLEDGEMENT

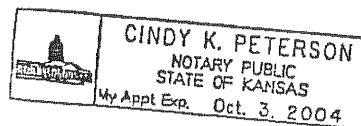
STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

*april 1st*  
This instrument was acknowledged before me on ~~March~~ April 1st, 2003 by Christopher Ashner, as President of Bodine-Ashner Builders, Inc., a Kansas corporation.

*Cindy K. Peterson*  
Notary Public in and for said County and State  
Print Name: *Cindy K. Peterson*

My Commission Expires:

10/03/04



BOOK 8828 PAGE 260



EXECUTION PAGE FOR LOT OWNERS

The undersigned owner of record of Lots 28, 29, 32, 33 and 37 of Links Villas at LionsGate, a subdivision in Overland Park, Johnson County, Kansas, hereby agrees to and subjects and submits such Lots to the foregoing Declaration.

*Jeffrey E. Ashner*  
Dated: ~~March~~ February 28, 2003

ASHNER CONSTRUCTION COMPANY,  
INC.

By: *Jeffrey E. Ashner*  
Name: Jeffrey E. Ashner  
Title: President

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

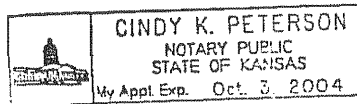
*Jeffrey E. Ashner*  
This instrument was acknowledged before me on ~~March~~ February 28, 2003 by Jeffrey E. Ashner, as President of Ashner Construction Company, Inc., a Kansas corporation.

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

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



BOOK 8828 PAGE 261

EXECUTION PAGE FOR LOT OWNERS

The undersigned owner of record of Lots 8, 20, 25, 39 and 40 of Links Villas at LionsGate, a subdivision in Overland Park, Johnson County, Kansas, hereby agrees to and subjects and submits such Lots to the foregoing Declaration.

Dated: cpw March 1<sup>st</sup>, 2003

THOMSON-SAILORS HOMES, L.L.C.

By: Edward B. Thomson III  
Name: Edward B. Thomson III  
Title: Member

ACKNOWLEDGEMENT

STATE OF KANSAS           )  
  ) ss.  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on cpw March 1<sup>st</sup>, 2003 by Edward B. Thomson III, as a Member of Thomson-Sailors Homes, L.L.C., a Kansas limited liability company.

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

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04

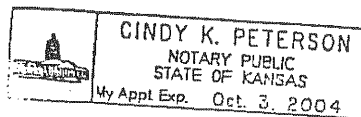


EXHIBIT A  
LINKS VILLAS AT LIONSGATE  
HOMES ASSOC. DECLARATION

NICKLAUS DRIVE - SOUTH OF GOLDEN BEAR DRIVE  
LEGAL DESCRIPTION:

All that part of the Southeast quarter of Section 32, Township 13, Range 25, in the City of Overland Park, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 32; thence South 01°56'10" East, along the East line of said Southeast quarter, a distance of 300.00 feet; thence South 88°03'50" West, perpendicular to said East line, a distance of 752.85 feet; thence South 01°56'10" East, a distance of 76.18 feet, to the Point of Beginning; thence South 26°59'19" East, a distance of 60.12 feet; thence Southeasterly, along a curve to the right from the last described course as a tangent, having a radius of 1,040.00 feet, a central angle of 09°01'11", a distance of 163.72 feet; thence South 17°58'08" East, a distance of 227.07 feet; thence Southeasterly, along a curve to the right from the last described course as a tangent, having a radius of 2,000.00 feet, a central angle of 04°18'37", a distance of 150.45 feet; thence South 13°39'31" East, a distance of 302.62; thence Southeasterly, along a curve to the right from the last described course as a tangent, having a radius of 805.00 feet, a central angle of 07°01'18", a distance of 98.65 feet, to a point of reverse curvature; thence Southeasterly, along a curve to the left, having a radius of 200.00 feet, a central angle of 12°55'44", a distance of 45.13 feet; thence South 19°33'58" East, a distance of 125.61 feet; thence Southeasterly, Southerly, and Southwesterly, along a curve to the right from the last described course as a tangent, having a radius of 221.00 feet, a central angle of 69°32'02", a distance of 268.20 feet; thence South 49°58'04" West, a distance of 57.67 feet; thence Southwesterly, along a curve to the left from the last described course as a tangent, having a radius of 200.00 feet, a central angle of 19°57'33", a distance of 69.67 feet, to a point of reverse curvature; thence Southwesterly, along a curve to the right, having a radius of 805.00 feet, a central angle of 13°22'10", a distance of 187.84 feet, to a point of reverse curvature; thence Southwesterly, Southerly, and Southeasterly, along a curve to the left, having a radius of 25.00 feet, a central angle of 49°08'54", a distance of 21.44 feet, to a point of reverse curvature; thence Southeasterly, Southerly, Southwesterly, Westerly, Northwesterly, Northerly, Northeasterly, Easterly, and Southeasterly along a curve to the right, having a radius of 50.00 feet, a central angle of 276°21'46", a distance of 241.17 feet, to a point of reverse curvature; thence Southeasterly, Easterly and Northeasterly, along a curve to the left, having a radius of 25.00 feet, a central angle of 47°04'56", a distance of 20.54 feet, to a point of compound curvature; thence Northeasterly, Northerly, and Northwesterly, along a curve to the left, having a radius of 755.00 feet, a central angle of 58°02'04", a distance of 764.73 feet; thence North 14°31'27" West, a distance of 72.61 feet; thence Northwesterly, along a curve to the left from the last described course as a tangent, having a radius of 179.00 feet, a central angle of 20°49'03", a distance of 65.04 feet; thence North 35°20'30" West, a distance of 57.20 feet; thence Northwesterly, along a curve to the right from the last described course as a tangent, having a radius of 223.00 feet, a central angle of 32°56'23", a distance of 128.20 feet; thence North 02°24'07" West, a distance of 50.47 feet; thence Northwesterly, along a curve to the left from the last described course as a tangent, having a radius of 177.00 feet, a central angle of 15°34'01", a distance of 48.09 feet; thence North 17°58'08" West, a distance of 250.18 feet; thence Northwesterly, along a curve to the left from the last described course as a tangent, having a radius of 960.00 feet, a central angle of 09°01'11", a distance of 151.13 feet; thence North 26°59'19" West, a distance of 56.07 feet, to a point on a curve, also being a point on the Southerly Right-of-Way line of Golden Bear Drive; thence Northeasterly, along a curve to the left and along said Southerly line, having a radius of 425.00 feet, a central angle of 10°48'54", and whose initial tangent bearing is North 65°31'25" East, a distance of 80.22 feet, to the Point of Beginning, containing 3.169 acres, more or less.

George Butler Associates, Inc.  
AGL/JPO 12-12-02

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*Eric Lind*  
12-10-02

Accom  
3599618

This instrument filed by  
Security Land Title Company

LINKS VILLAS AT LIONSGATE  
DECLARATION OF RESTRICTIONS

STATE OF KANSAS, )  
COUNTY OF JOHNSON, ) ss  
FILED FOR RECORD  
\$50.00  
\$46.00  
2003 APR -3 A 10:28  
REBECCA L. DAVIS  
REGISTER OF DEEDS

THIS DECLARATION is made as of the 31<sup>st</sup> day of March, 2003, by LionsGate Golf Developers, L.L.C., a Kansas limited liability company ("Developer") and the parties executing this Declaration in their capacities as lot owners.

WITNESSETH:

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

Lots 1 through 46, and Tract A, LINKS VILLAS AT LIONSGATE,  
a subdivision in the City of Overland Park, Johnson County,  
Kansas.

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

NOW, THEREFORE, in consideration of the premises contained herein, Developer and the other persons executing this Declaration, for themselves and for their respective successors and assigns, and for their future grantees, hereby agree and declare that the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

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

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

(b) "Architectural Committee" means: (i) prior to the Turnover Date, the DRC; and (ii) on and after the Turnover Date, a committee comprised of at least three members of the Homes Association who are Owners of the Lots, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the term limitations and other provisions of Section 14 below).

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

(d) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer stating that all of the Lots in the Subdivision (as then constituted or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any earlier time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

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

(f) "Common Areas" means (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision, (ii) all landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all owners within the Subdivision (including, without limitation, the platted landscape easements on Lots 1 and 46 of Links Villas at LionsGate), (iii) the Green Area, (iv) the private streets and gate system, and (v) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision, whether or not any "Common Area" is located on any Lot.

(g) "Developer" means LionsGate Golf Developers, L.L.C., Kansas limited liability company, and its successors and assigns.

(h) "DRC" means the committee of persons designated from time to time by the Developer to review and approve certain matters related to the Subdivision.

(i) "Exterior Structure" means any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, sport court, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(j) "Golf Course" means the golf course that is adjacent to the Subdivision.

(k) "Green Area" means Tract A of Links Villas at LionsGate and all similar areas that may be platted in the Subdivision as a tract and not as a residential lot.

(l) "Homes Association" means The Links At LionsGate Area Homes Association, Inc., a Kansas not-for-profit corporation that serves as the homes association for the Subdivision and The Links at LionsGate subdivision.

(m) "Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(n) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

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

(p) "Subdivision" means all of the above-described lots in Links Villas at LionsGate, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

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

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes during the development and build out of the Subdivision.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco (but no stucco board or stuccato), brick, natural stone, plate glass, glass blocks, wood trim, or any combination thereof, except as and where otherwise expressly approved in writing by the Developer. Exterior concrete blocks as a finished surface and lap siding shall not be permitted. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams

covered with batts, such as, without limitation, 4 feet by 8 feet panels. All windows and exterior doors shall be constructed of glass, wood, metal or vinyl clad, fiberglass, or any other materials specifically approved by the Developer. No windows or exterior doors may be silver or other bright finish. Roofs shall be covered with wood shingles, wood shakes, concrete tiles, clay tiles, slate, or other materials, all of the specific types, colors, styles, dimensions and other aesthetic factors approved by the Approving Party in writing. Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Approving Party in its absolute discretion, shall be acceptable upon written approval by the Approving Party in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Approving Party shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) or stain. No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure.

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

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

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

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

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

(h) Each residence shall have a mailbox structure with address plaque in accordance with the design and standards established by the Developer.

(i) All wood on any decks (excluding flooring material) shall be painted the same color as the body or primary trim color of the residence. All deck rails shall be wrought iron or wood with wrought iron or other materials specifically approved by the DRC in its discretion.

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

4. Minimum Floor Area. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least 1,800 square feet (excluding any finished attics, garages, basements and similar habitable areas). The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

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

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme (all as and when may be required by the DRC for each particular stage of construction) have been submitted to and approved in writing by the DRC or, in the case of Exterior Structures to the extent provided in Section 8 below, the Architectural Committee, in each case as to architectural consistency and other aesthetic factors. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the DRC or the Architectural Committee, as the case may be.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Architectural Committee.

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in



the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Developer and the DRC shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Developer or the DRC not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or subsurface material. The Developer and the DRC do not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Developer or the DRC or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) All site preparation, including, but not limited to, tree removal, excavation, grading, rock excavation/removal, hauling, and piling, etc., shall be at the sole expense of the Owner or builder. All trees and rock, etc., shall be removed from the Subdivision and shall not be spoiled within the Subdivision. All excess dirt shall be spoiled within the Subdivision or other location as directed by the Developer. No dirt shall be removed from the Subdivision without the consent of the Developer.

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

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

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within 18 months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within 12 months after such construction commencement. In the event such construction is not commenced within such 18 month period (or extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from the Owner at the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration. Notwithstanding the foregoing sentence, the approval of the Architectural Committee shall not be required for (I) any Exterior Structure erected by or at the request of the Developer or (II) any Exterior Structure that (A) has been specifically approved by the Developer or the DRC prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer or the DRC and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Approving Party, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) All fence plans must be approved by the Approving Party and the City prior to installation. Only wood or wrought iron (or similar) fences or privacy screens in the specific styles and colors approved by the Developer shall be permitted on the Lots. Fences shall only be permitted around patio areas. No perimeter or boundary fencing shall be permitted unless installed by or for the Developer or the Homes Association. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. All fences and privacy screens shall be constructed with the finished side out. No chain link, wire or similar fence shall be permitted. No fence shall be installed without a permit from the City (where required) and complying with all applicable laws and codes. No fence may be installed in any platted landscape easement unless installed by or for the Developer. All wood fences shall be painted or stained the same color as the main body or trim of the residence.

(ii) All decks shall be painted or stained the same color as the main body or trim of the residence.

(iii) All hot tubs shall be located in the patio area and shall be fenced or otherwise adequately screened, all in accordance with the other provisions of this Declaration.

(iv) The following Exterior Structures shall be prohibited: doghouses, animal runs, vegetable gardens, trampolines, play houses, play structures,

basketball goals, tennis courts, sport courts, swimming pools, tree houses, batting cages, detached greenhouses and other detached outbuildings.

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

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

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that (i) no day care center shall be operated on any Lot and (ii) this restriction shall not prevent an Owner or occupant from maintaining an office area or operating a home-business occupation (other than a day care center) in his residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained.

(b) No noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and Exterior Structure on a Lot (including, without limitation, any fence that may have been installed by or for the Developer) shall be kept and maintained by the Owner in good condition and repair at all times. Each residence shall be repainted by the Owner every five years or less, as needed. Any exterior color change must be approved in advance in accordance with Section 5(b).

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

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

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Subdivision except during such limited time as such truck or

vehicle is actually being used in the Subdivision during normal working hours for its specific purpose.

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

- (i) When stored in an enclosed garage;
- (ii) Temporary parking on the driveway for the purpose of loading and unloading (maximum of one overnight every 14 days); or
- (iii) With prior written approval of the Approving Party.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish (in excess of 39 inches in diameter as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 39 inches in diameter) may be installed, with the prior written consent and in accordance with the requirements of the Approving Party, so as to render the installation as inoffensive as possible to other Owners.

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

(i) Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white (clear) and not colored.

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

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

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

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

(n) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened with materials and in a manner approved by the Approving Party as otherwise authorized herein.

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

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

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

(ii) One garage sale sign not more than three feet high or three feet wide is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are installed no more than two hours before the start of the sale and are removed within two hours after the close of the sale.

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

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

(q) No sign (other than community marketing signs approved by the Developer) shall be placed or maintained in any Common Area without the approval of the Approving Party.

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

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

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

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

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

11. Lawns, Landscaping and Gardens. Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a native area with the express written permission of the Approving Party. No lawn shall be planted with zoysia or buffalo grass.

Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include, but not be limited to, a minimum expenditure of \$4,000.00 on foundation plantings and trees (in addition to any trees planted by the Developer)). All landscaping shall be installed in accordance with the landscaping plans approved by the Developer the DRC.

Each Lot shall have a sprinkler system installed (with a keyed control panel and water tap located outside of the residence) prior to occupancy covering the entire front, rear and side yards

of the Lot. Each Owner shall use the sprinkler system as necessary or appropriate (as determined by the Approving Party) during the late spring, summer and early fall months. The Homes Association shall be provided with a key to the control panel by the Owner and shall have the right to operate the sprinkler system. No Owner shall water the Lot such that there is significant runoff onto any adjacent Lot or Common Area.

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

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

The Developer shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s) and location shall be selected by the Developer in its absolute discretion. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer, but excluding those in a Common Area maintained by the Homes Association).

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line service and maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Homes Association and maintaining any Common Area. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

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

13. Common Areas.

(a) The Developer and its successors, assigns, and grantees, the Owners, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

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

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

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

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

(ii) No refuse, trash or debris shall be discarded or discharged in or about the Green Area except in any designated trash bins.

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

(iv) Each of the Developer and the Homes Association shall have reasonable access through Lots adjacent to the Green Area for the purposes of maintenance and improvement thereof, but shall be responsible for repairing any damage caused by it to adjacent Lots in connection with the use of such access right.

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



14. Architectural Committee.

(a) No more than one member of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee may be divided by the Board into two classes with staggered two-year terms. The foregoing provisions of this subsection (a) shall not apply until the Turnover Date. Until the Turnover Date, the Developer or its designees shall be the Architectural Committee.

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions. Any written application complete with all required drawings and other information that is not acted upon by the Architectural Committee within 25 days after the date on which it is filed shall be deemed to have been approved.

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

regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment of a reasonable fee by the appealing party.

15. No Liability for Approval or Disapproval; Indemnification.

(a) Neither the Developer, nor the Homes Association, nor any member of the DRC, the Architectural Committee or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

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

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

16. Golf Course and No Build Zone.

(a) Upon acquisition of his Lot, each Owner, for himself, the members of his family, his guests and his invitees, shall be deemed to have released and agreed never to make a claim against the Developer, or the owner or operator of the Golf Course, or their respective successors and assigns, or any of its or their employees, members, agents, owners, or contractors, for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Golf

Course or in connection with the operation of the Golf Course, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties or the Golf Course for damages, equitable relief or otherwise. Each such person shall be deemed to have recognized, known and accepted all of the potential (whether foreseeable or not) damages, risks, hazards and consequences generally or specially inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitation: flying golf balls and other objects; holes, depressions and hazards; large numbers and continuous flow of players and spectators; hours of play; proximities of greens, tees, fairways and other features to residences, yards and streets; inconvenience; lakes, creeks and other waterways; golf carts; water sprinklers and distribution facilities; and the use of pesticides, herbicides, fertilizers and other chemicals and the health hazards related thereto (including, without limitation, allergy susceptibilities). The doctrines of strict tort liability and nuisance shall not be applicable to the operation of the Golf Course, which doctrines shall be deemed waived.

(b) Each Lot adjacent to the Golf Course shall have an area 20 feet wide adjacent to the Golf Course boundary that is a "No Build Zone". No man-made structures may be constructed or placed within this zone, except for any perimeter fencing that may be installed by or for the Developer and except as expressly permitted by the Approving Party.

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

The Developer, the Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions herein set forth, in addition to any action at law for damages. To the extent permitted by law, if the Developer or the Homes Association shall be successful in obtaining a judgment or consent decree in any such court action, the Developer and/or Homes Association shall be entitled to

receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Homes Association with respect to such action.

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

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

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

18. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

19. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2032, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2032, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2032, or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least two thirds (2/3) of the Lots within the Subdivision as then constituted and (ii) if prior to the recording of the Certificate of

Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association.

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

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

20. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

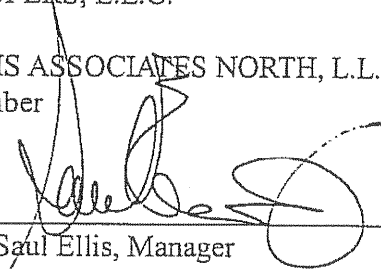
21. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

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

**THE DEVELOPER:**

LIONSGATE GOLF  
DEVELOPERS, L.L.C.

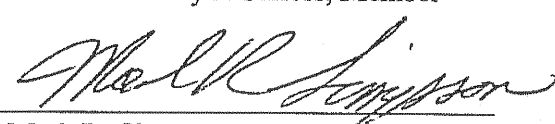
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Member

By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON    )

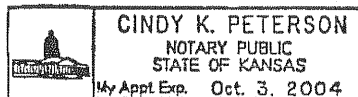
This instrument was acknowledged before me on March 1<sup>st</sup>, 2003 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

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

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



EXECUTION PAGE FOR LOT OWNERS

The undersigned owner of record of Lots 26, 30, 31, 34 and 38 of Links Villas at LionsGate, a subdivision in Overland Park, Johnson County, Kansas, hereby agrees to and subjects and submits such Lots to the foregoing Declaration.

Dated: <sup>April 1<sup>st</sup></sup> March 1, 2003

BODINE-ASHNER BUILDERS, INC.

By: [Signature]  
Name: Christopher Ashner  
Title: V. President

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

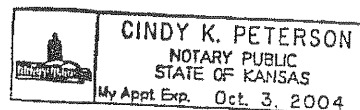
This instrument was acknowledged before me on <sup>April 1<sup>st</sup></sup> March 1, 2003 by Christopher Ashner, as President of Bodine-Ashner Builders, Inc., a Kansas corporation.

[Signature]  
Notary Public in and for said County and State

Print Name: Cindy K. Peterson

My Commission Expires:

10/03/04



BOOK 8828 PAGE 284



EXECUTION PAGE FOR LOT OWNERS

The undersigned owner of record of Lots 28, 29, 32, 33 and 37 of Links Villas at LionsGate, a subdivision in Overland Park, Johnson County, Kansas, hereby agrees to and subjects and submits such Lots to the foregoing Declaration.

Jeffrey E. Ashner  
Dated: March 28, 2003

ASHNER CONSTRUCTION COMPANY,  
INC.

By: [Signature]  
Name: Jeffrey E. Ashner  
Title: President

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

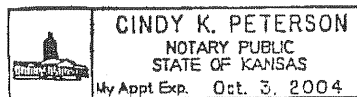
February 28  
This instrument was acknowledged before me on March       , 2003 by Jeffrey E. Ashner, as President of Ashner Construction Company, Inc., a Kansas corporation.

[Signature]  
Notary Public in and for said County and  
State

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



EXECUTION PAGE FOR LOT OWNERS

The undersigned owner of record of Lots 8, 20, 25, 39 and 40 of Links Villas at LionsGate, a subdivision in Overland Park, Johnson County, Kansas, hereby agrees to and subjects and submits such Lots to the foregoing Declaration.

*april 1st*  
Dated: March 1, 2003

THOMSON-SAILORS HOMES, L.L.C.

By: *Edward B. Thomson III*  
Name: Edward B. Thomson III  
Title: Member

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

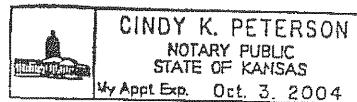
*april 1st*  
This instrument was acknowledged before me on March 1, 2003 by Edward B. Thomson III, as a Member of Thomson-Sailors Homes, L.L.C., a Kansas limited liability company.

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

Print Name: *Cindy K. Peterson*

My Commission Expires:

*10/03/04*



BOOK 8828 PAGE 286

AMENDMENT TO  
LINKS VILLAS AT LIONSGATE  
HOMES ASSOCIATION DECLARATION

THIS AMENDMENT ("Amendment") is made and entered into as of April 19, 2004 by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners") and LionsGate Golf Developers, L.L.C., as the developer of the lots described below (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the developer of the residential area in the City of Overland Park, Johnson County, Kansas, commonly known as "Links Villas at LionsGate"; and

WHEREAS, the Developer has previously executed a certain document entitled Links Villas at LionsGate Homes Association Declaration and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") as Instrument No. 3599617 in Book 8828 at Page 254 (such declaration is hereinafter called the "Declaration"); and

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

Lots 1 through 46, LINKS VILLAS AT LIONSGATE, a subdivision of land in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

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

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

A. Section 2(d) of the Declaration is hereby amended to read in its entirety as follows:

(d) Upon the initial occupancy of the residence on each Villas Lot, the Owner of the Lot shall pay to the Homes Association a one-time initiation assessment equal to two times the amount of monthly supplemental assessment then in effect, for deposit to the reserve funds of the Homes Association relating to the Villas Common Areas. This initiation assessment shall be in addition to the first regular annual assessment and the first regular supplemental monthly assessment payable to the Homes Association with respect to such Villas Lot. The Villas Lots shall not be required to pay any other initiation assessment to the Homes Association.

B. Until further action by the Board, the monthly assessment for the assessable Villas Lots shall be \$220.00 per month.

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

A. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts.

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

THE DEVELOPER:

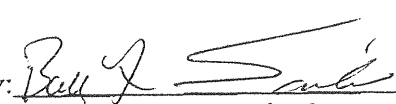
LIONSGATE GOLF  
DEVELOPERS, L.L.C.

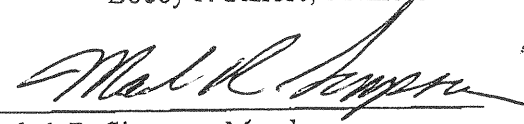
By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

**EXECUTION PAGE FOR DEVELOPER AS A LOT OWNER**

Lots Owned in LINKS VILLAS AT LIONSGATE, Overland Park, Johnson County, Kansas.

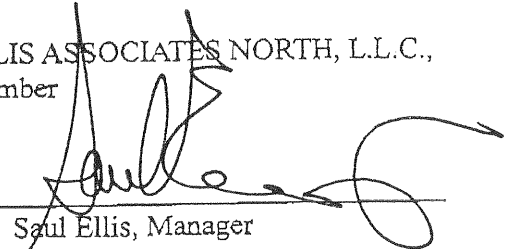
Lots 1-7, 9-15, 17-19, 21-23, 27, 44-46

Date: April 19, 2004

**THE DEVELOPER:**


LIONSGATE GOLF  
DEVELOPERS, L.L.C.


By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

STATE OF KANSAS           )  
   ) ss.  
 COUNTY OF JOHNSON       )

This instrument was acknowledged before me on 4-19, 2004 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

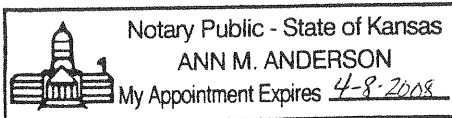
Ann M Anderson

Notary Public in and for Said County and State

Print Name: ANN M ANDERSON

My Commission Expires:

4-8-2008



**AMENDMENT TO LINKS VILLAS AT LIONSGATE  
HOMES ASSOCIATION DECLARATION  
EXECUTION PAGE FOR LOT OWNERS  
(Entity)**

Lot(s) Owned in Links Villas at LionsGate, Overland Park, Johnson County, Kansas

Lots 26, 30, 31, 34, 35, 38, 42

Dated: 4/19, 2004

BODINE-ASHNER BUILDERS, INC.

By: \_\_\_\_\_

Name: Christopher Ashner

Title: Vice President

*Leo*

**ACKNOWLEDGEMENT**

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON )

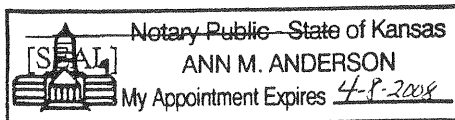
This instrument was acknowledged before me on 4-19, 2004 by Christopher Ashner, as Vice President of Bodine-Ashner Builders, Inc., a Kansas corporation.

Ann M Anderson  
Notary Public in and for  
Said County and State

Print Name: ANN M. ANDERSON

My Commission Expires:

4-8-2008





**AMENDMENT TO LINKS VILLAS AT LIONSGATE  
HOMES ASSOCIATION DECLARATION  
EXECUTION PAGE FOR LOT OWNERS  
(Entity)**

Lot(s) Owned in Links Villas at LionsGate, Overland Park, Johnson County, Kansas

Lots 8, 16, 20, 24, 25, ~~27~~, 36, 39, 40

Dated: 4/19, 2004

THOMSON-SAILORS HOMES, LLC

By: Bobby F. Sailors  
Name: Bobby F. Sailors  
Title: Member

**ACKNOWLEDGEMENT**

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on April 19, 2004 by Bobby F. Sailors, as Member of Thomson-Sailors Homes, LLC, a Kansas limited liability company.

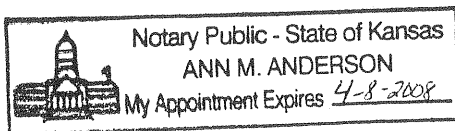
Ann M Anderson  
Notary Public in and for  
Said County and State

Print Name: ANN M ANDERSON

My Commission Expires:

4-8-2008

[SEAL]



AMENDMENT TO  
LINKS VILLAS AT LIONSGATE  
DECLARATION OF RESTRICTIONS

THIS AMENDMENT ("Amendment") is made and entered into as of \_\_\_\_\_, 2004 by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners") and LionsGate Golf Developers, L.L.C., as the developer of the lots described below (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the developer of the residential area in the City of Overland Park, Johnson County, Kansas, commonly known as "Links Villas at LionsGate"; and

WHEREAS, the Developer has previously executed a certain document entitled Links Villas at LionsGate Declaration of Restrictions and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") on April 3, 2003, as Instrument No. 3599618 in Book 8828 at Page 264 (such declaration is hereinafter called the "Declaration"); and

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

Lots 1 through 46, LINKS VILLAS AT LIONSGATE, a subdivision of land in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

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

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

A. The sixth sentence of Section 3(a) of the Declaration (which starts with the word "Roofs") is hereby amended to read as follows:

All roofs shall be covered with concrete tile of the specific type(s) and color(s) approved by the Developer.

B. Pursuant to Section 19 of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the owners of record of at least two-thirds (2/3rds) of the Lots, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Recording Office.

C. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts.

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

**THE DEVELOPER:**

LIONSGATE GOLF  
DEVELOPERS, L.L.C.

By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

By:   
Saul Ellis, Manager

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

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

By:   
Bobby F. Sailors, Member

By:   
Mark R. Simpson, Member

STATE OF KANSAS           )  
  ) ss.  
COUNTY OF JOHNSON    )

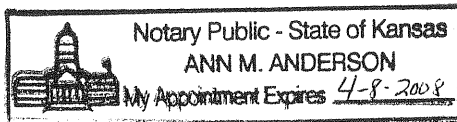
This instrument was acknowledged before me on April 19, 2004 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

Ann M Anderson  
Notary Public in and for Said County and State

Print Name: ANN M. ANDERSON

My Commission Expires:

4-8-2008

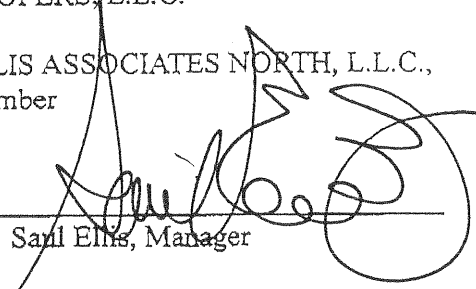
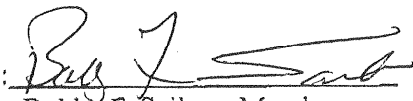



## EXECUTION PAGE FOR DEVELOPER AS A LOT OWNER

Lots Owned in LINKS VILLAS AT LIONSGATE, Overland Park, Johnson County, Kansas.

Lots 1-7, 9-15, 17-19, 21-23, 27, 44-46Date: 4/19, 2004

## THE DEVELOPER:

LIONSGATE GOLF  
DEVELOPERS, L.L.C.By: ELLIS ASSOCIATES NORTH, L.L.C.,  
MemberBy:   
Sam Ellis, ManagerBy: GREAT PLAINS INVESTMENT CO.,  
L.L.C., MemberBy: SAILORS BUILDING  
COMPANY, L.L.C., MemberBy:   
Bobby F. Sailors, MemberBy:   
Mark R. Simpson, Member

STATE OF KANSAS            )  
                                      ) ss.  
COUNTY OF JOHNSON        )

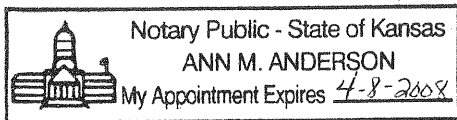
This instrument was acknowledged before me on April 19, 2004 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability company, as a member in and on behalf of Great Plains Investment Co., L.L.C., a Kansas limited liability company; in each person's or entity's capacity as a member in and on behalf of LionsGate Golf Developers, L.L.C., a Kansas limited liability company.

Ann M Anderson  
Notary Public in and for Said County and State

Print Name: ANN M. ANDERSON

My Commission Expires:

4-8-2008



AMENDMENT TO LINKS VILLAS AT LIONSGATE  
DECLARATION OF RESTRICTIONS  
EXECUTION PAGE FOR LOT OWNERS  
(Entity)

Lot(s) Owned in Links Villas at LionsGate, Overland Park, Johnson County, Kansas

Lots 8, 16, 20, 24, 25, 36, 39, 40

Dated: 4/19, 2004

THOMSON-SAILORS HOMES, LLC

By: Bobby F. Sailors  
Name: Bobby F. Sailors  
Title: Member

ACKNOWLEDGEMENT

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on April 19, 2004 by Bobby F. Sailors, as Member of Thomson-Sailors Homes, LLC, a Kansas limited liability company.

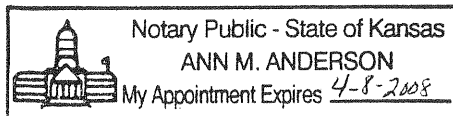
Ann M Anderson  
Notary Public in and for  
Said County and State

Print Name: ANN M ANDERSON

My Commission Expires:

4-8-2008

[SEAL]



**AMENDMENT TO LINKS VILLAS AT LIONSGATE  
DECLARATION OF RESTRICTIONS  
EXECUTION PAGE FOR LOT OWNERS  
(Entity)**

Lot(s) Owned in Links Villas at LionsGate, Overland Park, Johnson County, Kansas

Lots 26, 30, 31, 34, 35, 38, 42

Dated: \_\_\_\_\_, 2004

BODINE-ASHNER BUILDERS, INC.

By: \_\_\_\_\_

Name: Christopher Ashner

Title: Vice President

*Leo*

**ACKNOWLEDGEMENT**

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON )

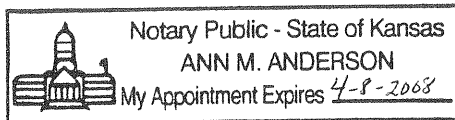
This instrument was acknowledged before me on April 19, 2004 by Christopher Ashner, as Vice President of Bodine-Ashner Builders, Inc., a Kansas corporation.

Ann M Anderson  
Notary Public in and for  
Said County and State

Print Name: ANN M. ANDERSON

My Commission Expires:

4-8-2008  
[SEAL]





**STATEMENT OF UNANIMOUS CONSENT  
TO ACTION TAKEN IN LIEU OF A  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF THE LINKS AT LIONSGATE AREA HOMES ASSOCIATION, INC.**

In lieu of a special meeting of the Board of Directors of The Links at LionsGate Area Homes Association, Inc., a Kansas non-profit corporation (the "Association"), the undersigned, being all of the directors of the Association, do hereby consent to the adoption of, and do hereby adopt, the following resolutions:

WHEREAS, LionsGate Golf Developers, LLC, which is the "Developer" of The Links at LionsGate area, has declared that the "Turnover Date" for the Association under the recorded "Declarations" shall be December 15, 2005; and

WHEREAS, there are seven (7) owners and residents of the area that are willing to serve as the board of directors of the Association;

NOW, THEREFORE, BE IT RESOLVED, that Section 6.1 of the Bylaws be, and it hereby is, amended to read as follows:

6.1 Number. The affairs of the Association shall be managed by a Board of Directors composed of seven (7) directors, six (6) of whom shall be owners of Lots in the "Estates" area elected by and from the owners of the "Estates" Lots and one (1) of whom shall be an owner of a Lot in the "Villas" area elected by and from the owners of the "Villas" Lots. The "Estates" directors serving in the group of six (6) as of December 31, 2005 shall, by means decided upon by the directors, divide into two subgroups of three (3) each for the purpose of initiating a staggered election of the Board of Directors from the Estates group. Each member of the first subgroup of three (3) so chosen shall hold office for the initial term of approximately two years ending with the annual meeting of members to be held in 2007. Each member of the second subgroup of three (3) so chosen shall hold office for the initial term of approximately one year ending with the annual meeting of members to be held in 2006. The director for the "Villas" area as of December 31, 2005 shall hold office for an initial term of approximately one year ending with the annual meeting of members to be held in 2006. At each annual meeting of the members to elect directors, beginning with the annual meeting in 2006, the directors elected for the director positions with terms ending in that year shall serve for a term of two years.

\* \* \*

RESOLVED, that, effective with the resignation of Saul Ellis as an officer and director of the Association, each of the following owners of lots in the area be, and he or she hereby is, appointed as a director of the Association, to serve until the next applicable annual election of directors by the applicable members of the Association or until his or her earlier resignation or removal:

Estates Area

Brian O'Hearne  
Scott Babcock  
April McCracken  
Dan Walsh  
Knox Duncan

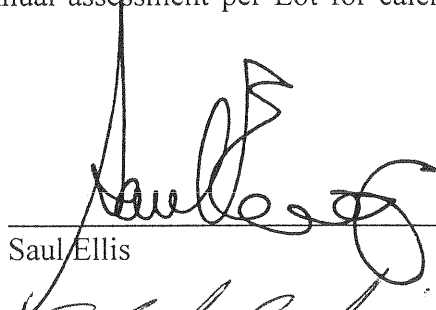
Villas Area

Mike McHugh

\* \* \*

RESOLVED, that the amount of annual assessment per Lot for calendar year 2006 be \$360.00.

Dated as of December 19, 2005.

  
\_\_\_\_\_  
Saul Ellis  
\_\_\_\_\_  
Mark R. Simpson

**STATEMENT OF UNANIMOUS CONSENT  
TO ACTION TAKEN IN LIEU OF A  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF THE LINKS AT LIONSGATE AREA HOMES ASSOCIATION, INC.**

In lieu of a special meeting of the Board of Directors of The Links at LionsGate Area Homes Association, Inc., a Kansas non-profit corporation (the "Association"), the undersigned, being all of the directors of the Association, do hereby consent to the adoption of, and do hereby adopt, the following resolutions:

RESOLVED, that, effective with the resignation of Mark R. Simpson as an officer and director of the Association, the following owner of a Lot in the "Estates" area be, and he hereby is, appointed as a director of the Association for the "Estates" area, to serve until the next annual applicable election of directors by the members of the Association or until his earlier resignation or removal:

Jeff Rosen

\* \* \*

RESOLVED, that the following persons be, and they hereby are, appointed as the officers of the Association, each to serve until the next election of officers by the Board or until his or her earlier resignation or removal:

President	Scott Babcock
Vice President	Knox Duncan
Secretary	April McCracken
Treasurer	Jeff Rosen

\* \* \*

RESOLVED, that the registered agent of the Association be changed to \_\_\_\_\_ and that the registered office of the Association be changed to \_\_\_\_\_, Johnson County, Kansas \_\_\_\_\_.

Dated as of December 20, 2005.

---

Brian O'Hearne

---

Dan Walsh

---

Scott Babcock


---

Jeff Rosen (new director)

---

April McCracken

---

  
Mark R. Simpson (resigning director)

---

Knox Duncan

**Contact Information**

Kansas Secretary of State  
Ron Thornburgh  
Memorial Hall, 1st Floor  
120 S.W. 10th Avenue  
Topeka, KS 66612-1594  
(785) 296-4564  
kssos@kssos.org  
www.kssos.org

KANSAS SECRETARY OF STATE  
Not for Profit Corporation  
Change of Registered Office or Agent

**NRO**

53-13

All information must be completed or this document will not be accepted for filing.

1. Name of the corporation:

The Links at LionsGate Area Homes Association, Inc.

*Name must match the name on record with the secretary of state*

2. State of organization: Kansas

3. The registered office in the state of Kansas is changed to:

*Address must be a street address. A post office box is unacceptable.*

\_\_\_\_\_  
Street address

City

Kansas

State

Zip

Do not write in this space

4. The resident agent in Kansas is changed to:

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Executed on the \_\_\_\_\_ of December, 2005  
Day Month Year

Authorized officer

Mark R Simpson  
President

**Instruction**

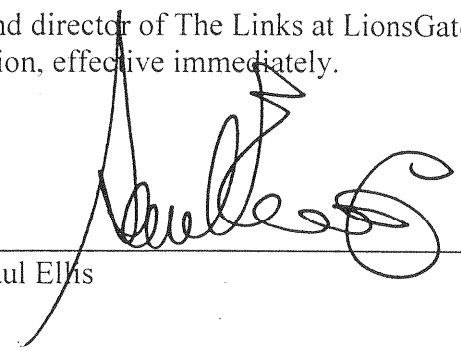
Submit this form with the \$20 filing fee.

Notice: There is a \$25 service fee for all returned checks.

**RESIGNATION**

The undersigned hereby resigns as an officer and director of The Links at LionsGate Area Homes Association, Inc., a Kansas non-profit corporation, effective immediately.

Dated: December 12, 2005.

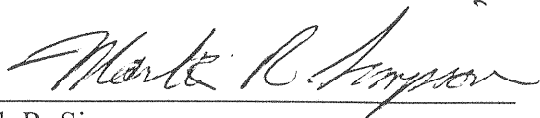


\_\_\_\_\_  
Saul Ellis

**RESIGNATION**

The undersigned hereby resigns as an officer and director of The Links at LionsGate Area Homes Association, Inc., a Kansas non-profit corporation, effective immediately.

Dated: December 13, 2005.

  
\_\_\_\_\_  
Mark R. Simpson