

Accom
3599617

This instrument filed by
Security Land Title Company

LINKS VILLAS AT LIONSGATE
HOMES ASSOCIATION DECLARATION

\$24.00
\$20.00
STATE OF KANSAS } SS
COUNTY OF JOHNSON }
FILED FOR RECORD
2003 APR -3 A 10:27 9

REBECCA L. DAVIS
REGISTER OF DEEDS

THIS DECLARATION, made as of the 31st 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

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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.

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(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 1st; or

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

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.

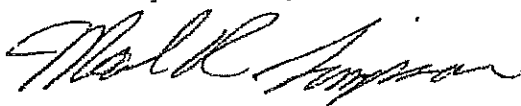
By: ELLIS ASSOCIATES NORTH, L.L.C.,
Member

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

BOOK 8828 PAGE 258

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

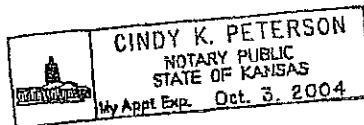
This instrument was acknowledged before me on ^{copy} March 1, 2003 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited 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



BOOK 8828 PAGE 259

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 1, 2003

BODINE-ASHNER BUILDERS, INC.

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

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

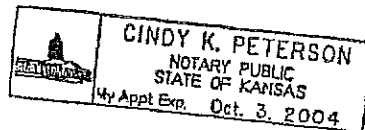
april 1st
This instrument was acknowledged before me on March 1, 2003 by Christopher Ashner, as President of Bodine-Ashner Builders, Inc., a Kansas corporation.

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 28, 2003

ASHNER CONSTRUCTION COMPANY,
INC.

By: 

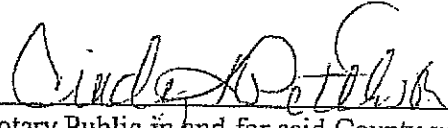
Name: Jeffrey E. Ashner

Title: President

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

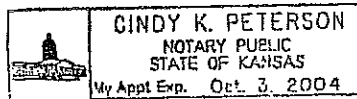
Jeffrey E. Ashner
This instrument was acknowledged before me on March 28, 2003 by Jeffrey E. Ashner, as President of Ashner Construction Company, Inc., a Kansas corporation.


Notary Public in and for said County and
State

Print Name: Cindy K Peterson

My Commission Expires:

10/03/04



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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.

cpw
Dated: March 1st, 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)

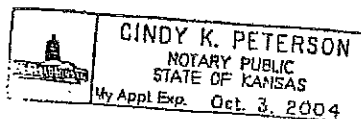
cpw
This instrument was acknowledged before me on March 1st, 2003 by Edward B. Thomson III, as a Member of Thomson-Sailors Homes, L.L.C., a Kansas limited liability company.

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

Print Name: *Cindy K Peterson*

My Commission Expires:

10/03/04



23938 / 44776
SNWOO 176739 v5

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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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12-10-02

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

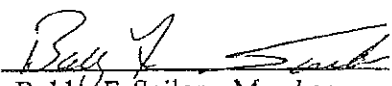
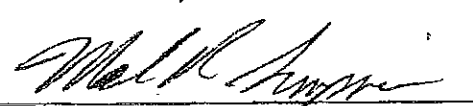
By: 
Mark R. Simpson, Member

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, 44-46Date: April 19, 2004

THE DEVELOPER:

LIONSGATE GOLF
DEVELOPERS, L.L.C.By: ELLIS ASSOCIATES NORTH, L.L.C.,
MemberBy: 
Saul 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 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.

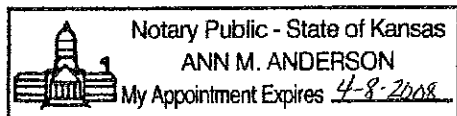
Ann M Anderson

Notary Public in and for Said County and State

Print Name: ANN M ANDERSON

My Commission Expires:

4-8-2008



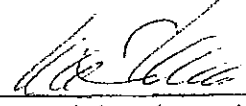
**AMENDMENT TO LINKS VILLAS AT LIONSGATE
HOMES ASSOCIATION DECLARATION
EXECUTION PAGE FOR LOT OWNERS
(Entity)**

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.

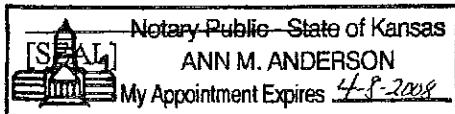


Notary Public in and for
Said County and State

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: 
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.


Notary Public in and for
Said County and State

Print Name: ANN M ANDERSON

My Commission Expires:

4-8-2008

[SEAL]

