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

2003 APR -3 A 10: 28 B

REBECCA L. DAVIS  
REGISTER OF DEEDS

This instrument filed by  
Security Land Title Company

LINKS VILLAS AT LIONSGATE  
DECLARATION OF RESTRICTIONS

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).

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(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. 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.

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.

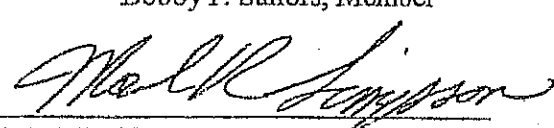
By: ELLIS ASSOCIATES NORTH, L.L.C.,  
Member

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 282

STATE OF KANSAS            )  
                                      ) ss.  
COUNTY OF JOHNSON        )

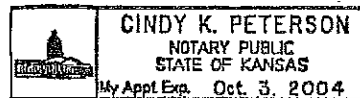
This instrument was acknowledged before me on March 1<sup>st</sup>, 2003 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited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



BOOK 8828 PAGE 283

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

BODINE-ASHNER BUILDERS, INC.

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

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
                                      ) ss.  
COUNTY OF JOHNSON    )

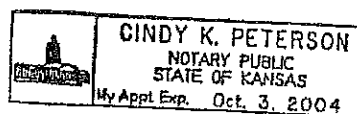
This instrument was acknowledged before me on April 1<sup>st</sup>, 2003 by Christopher Ashner, as Vice President of Bodine-Ashner Builders, Inc., a Kansas corporation.

[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        )

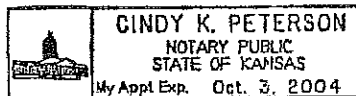
Jeffrey E. Ashner  
This instrument was acknowledged before me on March, 2003 by Jeffrey E. Ashner, as President of Ashner Construction Company, Inc., a Kansas corporation.

[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        )

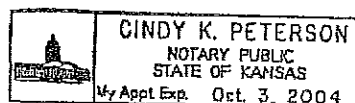
This instrument was acknowledged before me on *april 1st*, 2003 by Edward B. Thomson III, as a Member of Thomson-Sailors Homes, L.L.C., a Kansas limited liability company.

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

Print Name: *Cindy K. Peterson*

My Commission Expires:

*10/03/04*



BOOK 8828 PAGE 286



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        )

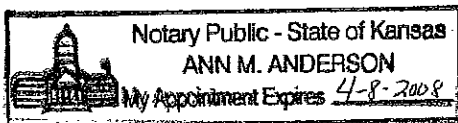
This instrument was acknowledged before me on April 19, 2004 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability 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

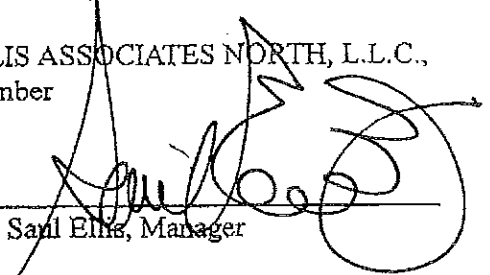

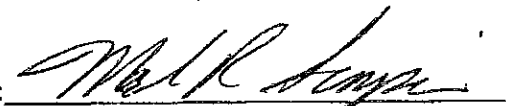


## EXECUTION PAGE FOR DEVELOPER AS A LOT OWNER

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        )

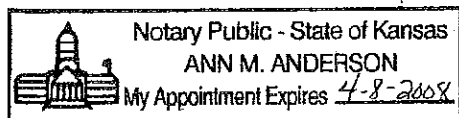
This instrument was acknowledged before me on April 19, 2004 by Saul Ellis, as manager and on behalf of Ellis Associates North, L.L.C., a Kansas limited liability company; Mark R. Simpson; and Bobby F. Sailors, as a member in and on behalf of Sailors Building Company, L.L.C., a Kansas limited liability 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 )

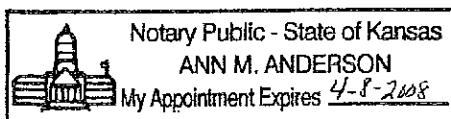
This instrument was acknowledged before me on April 19, 2004 by Bobby F. Sailors, as Member of Thomson-Sailors Homes, LLC, a Kansas limited liability company.

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]

