

This instrument filed by  
Security Land Title Company

ALCOM

2794250/  
DECLARATION OF RESTRICTIONS

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

TO

320  
THE WILDERNESS SUBDIVISION

1998 FEB 20 P 3: 57.7

SARA F. ULLMANN  
REGISTER OF DEEDS

WHEREAS, Wilderness Developers L.L.C., a Kansas limited liability company ("Developer"), is the owner of all of the Lots (as hereinafter defined) in THE WILDERNESS, a subdivision in Johnson County, Kansas (the "Subdivision"), the plat of which was recorded in the office of the Register of Deeds of Johnson County, Kansas, as Document No. 2724272, in Book 100 of Plats at Page 43 ("the Plat"); and

WHEREAS, Developer has heretofore dedicated to the public all of the streets and roads shown on the Plat for the use by the public; and

WHEREAS, Developer now desires to place certain restrictions on all of the Lots in the Subdivision and all of the land legally described on the Plat;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors, and assigns, and for its future grantees, hereby declares by this declaration of restrictions (these "Restrictions") that all of the Lots shown on the Plat shall be and hereby are restricted in the manner hereinafter set forth.

Section 1. Definitions.

For the purpose of these restrictions, the following terms shall have the following meanings:

(a) "Street" shall mean any street, road, drive, lane, terrace, circle, boulevard, or avenue of whatever name as shown on the Plat.

(b) "Outbuilding" shall mean 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, shed, storage building, greenhouse, doghouse, or other animal shelter, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(c) "Lot" shall mean any lot within the District (as hereinafter defined) shown as a separate lot on the Plat, as amended from time to time.

(d) "Corner Lot" shall mean any Lot, or any tract of land as conveyed, having more than one Street contiguous to it.

(e) "Enclave Lots" shall mean Lots designated as Lots 1 through 22 (inclusive), all in the District.

(f) "Vale Lots" shall mean all Lots designated as Lots 23 through 43 (inclusive), all in the District.

(g) "Glade Lots" shall mean all Lots designated as Lots 44 through 75 (inclusive), all in the District.

(h) "District" shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above and shown on the Plat. If or when other land shall, in the manner hereinafter provided, be added to the Subdivision, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of these Restrictions, including any future modification thereof.

(i) "Common Area" shall mean all land and improvements located in the District dedicated to the public or owned by the Association and designated as common area.

(j) "Owner" shall mean those persons or corporations who may from time to time own in fee simple a Lot or Lots within the District.

(k) "Association" shall mean The Wilderness Homes Association, Inc., a Kansas not-for-profit corporation, serving as the homes association for the District.

## Section 2. Persons Bound By These Restrictions.

All persons and corporations who now own or shall hereafter acquire any interest in any Lot or Lots shall be taken to hold and agree and covenant with the Owner of said Lots, and with its successors and assigns, to conform to and observe these Restrictions for a period of time ending on January 1, 2018; provided, however, that these Restrictions shall be renewable in the manner hereinafter set forth.

## Section 3. Use of Land.

No Lot or Lots may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the Lots shall be designed for occupancy only by a single family. Except as permitted below, no Outbuilding shall be erected on any Lot, nor shall any business of any nature be conducted in the Subdivision, nor shall use or activity be undertaken or performed in the Subdivision which is or may become a nuisance; provided, however that Developer reserves the right to maintain a residential real estate sales office and/or other temporary buildings upon any of the Lots owned by it for the purpose of a construction

office, or promoting, advertising for sale, showing, and selling Lots, either improved or unimproved, within the District during its development.

Section 4. Permitted Height of Residences.

No residence erected on any of the Lots shall be more than two (2) stories in height without the written prior consent of Developer.

Section 5. Frontage of Residences on Streets.

(a) Any residence erected wholly or partially on any Corner Lot shall front or present a good frontage on the Street or Streets designated by Developer in its deed to said Lot or part thereof.

(b) If a portion of an entire Corner Lot is acquired by the Owner of an inside Lot contiguous to said Corner Lot, then, as to the portion of such Corner Lot so acquired, the provisions hereof requiring a residence erected on a Corner Lot to front or present a good frontage on the Street or Streets designated by Developer shall not be operative, but the part of the Corner Lot so acquired shall be deemed to be a part of the inside Lot to which it is contiguous. As to the Restrictions governing the frontage of the residence on the street, said portion of any such Corner Lot so acquired shall be subject to the Restrictions applicable to the inside Lot.

Section 6. Setback of Residences from Street.

(a) Except as hereinafter provided, no part of any residence or fence shall violate or encroach over the front building setback line or the side building setback line as shown on the Plat which govern the Lot or Lots on which such residence is to be erected. Notwithstanding the foregoing, prior to the sale of a Lot, or after the sale of a Lot (with the Lot Owner's consent), Developer shall have and does hereby reserve the right to change or move any building setback line shown on the Plat for such Lot.

(b) The rights hereinabove reserved to Developer to change the location of the building setback lines shown on the Plat shall be exercised only after the proposed change is approved by the City of Overland Park.

(c) Notwithstanding the foregoing, the following projections may violate or encroach over the front building setback lines and the side buildings setback lines shown on the Plat to the extent described below:

(i) Window Projections: Bay, bow or oriel, dormer and other projecting windows may extend beyond the front building setback lines and the side building setback lines a distance not to exceed three (3) feet;

(ii) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grille work, trellises and other similar projections and any other projections for purely ornamental purposes may extend beyond the front building setback lines and side building setback lines a distance not to exceed four (4) feet;

(iii) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building setback lines and the side building setback lines a distance not to exceed five (5) feet;

(iv) Cantilever Projections: Upper stories on any dwelling may project beyond the front building setback lines and the side building setback lines a distance not to exceed three (3) feet.

Section 7. Required Size of Residence.

(a) No residence erected on any Lot shall contain less than the minimum number of square feet of Enclosed Floor Area (as hereinafter defined) shown on the following table:

Enclosed Floor Area Minimums

	Enclave Lot	Vale Lot	Glade Lot
1 Story Home	1,600	1,600	2,000
1.5 Story Home			
First Floor	1,200	1,200	1,600
Second Floor	600	600	800
2 Story Home			
First Floor	800	800	1,200
Second Floor	800	800	1,200

"Enclosed Floor Area" as used herein shall mean and include, in all cases, areas on the first and second floor (if applicable) of the residence enclosed and finished for all-year occupancy, computed utilizing outside measurements of the residence, and shall not include any areas in basements, garages, porches, or attics.

(b) No residential building designated or known as a "ranch with basement garage" or a "bi-level" residential building, as determined by Developer, shall be constructed on any Lot.

(c) Developer, or the Association, whichever may be the case, shall not be liable for any discretionary approval, disapproval or failure to approve any matter submitted for its or their determination of compliance with these Restrictions. Developer reserves the absolute

and incontestable right to determine whether any bi-level residence violates the foregoing prohibition and whether the Enclosed Floor Area of any residence or the first floor thereof meets the minimum requirements provided for in this Section 7, and hereby also reserves the right to approve deviations from the aforementioned building sizes and modify any of the Enclosed Floor Area requirements set forth in this Section 7. Developer's determination(s) in this regard shall be final.

Section 8. Free Space Required.

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but excluding all projections set forth in Section 6(c)(i)-(iv), erected or maintained on a Lot shall not occupy more than eighty percent (80%) of the width of the Lot on which it is erected, measured in each case from the front building setback line as shown on the Plat, or as otherwise established by Developer in the conveyance of any Lot, or from such front building setback line produced to the side building setback lines of the Lots, whichever line is of greater length, without the prior written approval of Developer.

Section 9. Right to Approve Plans.

(a) No building shall be erected, placed or altered on any Lot in the District until the building plans, specifications and plot plan (collectively referred to, together with any additional information requested by Developer, as the "Plans") showing the location of such building has been approved in writing by Developer. In granting or withholding such approval, Developer shall consider, among other things, the conformity and harmony of the building's external design with existing structures in the District and the location of the building with respect to topography and finished ground elevation.

(b) Each request for approval of Plans shall include the following documentation:

(i) Four exterior elevations delineating front elevation, back elevations, and both side elevations;

(ii) A site plan of the house depicting placement on the Lot and the elevation of the top of the foundation at its highest point in relation to the curb immediately in front of Lot;

(iii) Floor plan;

(iv) A list of all exterior materials to be used in construction which shall include, without limitation, roof, masonry, siding, and windows;

(v) A landscape plan showing proposed planting for the yard; and

- (vi) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and Developer shall be free to request any and all other documentation that it deems necessary in its sole discretion. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

(c) Notwithstanding anything in these Restrictions to the contrary, Developer and its successors and assigns shall have, and do hereby reserve, the right to determine the relation of the top of the foundation thereof to the Street level and the placement of all buildings upon the respective Lot or Lots, except as the placement is restricted hereunder.

(d) Following the completion of construction of any residence or approved Outbuilding, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made without Developer's prior written approval. All replacements and repairs of all or any portion of a feature, component, or structure, including, without limitation, roofs and siding, because of age, casualty loss or other reason, shall be of the same material as the original feature, component, or structure unless the changes have been approved in writing by Developer. No changes in the final grading of any Lot shall be made without the prior written approval of Developer.

#### Section 10. Maintaining Sight Distance.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the streets, shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the Street easement and a line connecting them at points twenty-five (25) feet from the intersection of the Street easement, or in the case of a rounded property corner, from the intersection of the extension of the Street easement. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of the Street easement with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

#### Section 11. Required Building Materials.

(a) Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, stucco, "Charter Oak" vinyl siding manufactured by Alside (or an equivalent quality vinyl siding) or a combination thereof. Masonite standard board and batt with 16 inch centers, and lava rock for exterior walls are prohibited. Windows and doors shall be wood, colored metal, vinyl or vinyl-clad, each using insulated glass. Roofs shall be covered with "Weathered Wood" composite shingles with a minimum 30-year written manufacturer's warranty unless otherwise approved in writing by Developer. Any building products which come into general usage for dwelling construction in this area after the date of these Restrictions shall be acceptable if approved in

writing by Developer. All wood exteriors, except roofs and shake sidewalls, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by Developer. Any areas of exposed foundation shall be covered with one or more of the approved materials for exterior walls hereinbefore described or painted the same color as the exterior walls adjoining the foundation.

(b) No excavation, foundations, footings, building or any other form of improvement shall be permitted to remain in an unfinished condition for longer than three months after commencement of construction. In the event of fire, windstorm, or other act of God causing damage, no building shall be permitted to remain in damaged condition longer than three months. Any Owner of a structure in violation of this paragraph shall pay Developer a fine of no more than One Hundred Dollars (\$100.00) per day, as determined by Developer for each day the violation continues.

(c) The fine provided for herein, if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located; provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. All fines shall be due thirty (30) days from the date of the written notice of the violation provided by Developer to the Owner of any Lot upon which the violation occurs, and if the fine is not paid within said thirty-day period, the fine shall bear interest at the rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by Developer or Association in any court in Johnson County, Kansas, having jurisdiction of suit for the enforcement of such liens.

#### Section 12. Commencement and Completion of Construction.

Construction of the residential building on a Lot within the District shall be commenced within one (1) year following the date of delivery of a deed from Developer to the purchaser of the Lot. In the event construction is not commenced within one (1) year, Developer shall have, prior to commencement of construction, the right to repurchase the Lot from the purchaser at its original purchase price. All construction shall be completed within 270 days after commencement of construction. No Owner of a Lot in violation of this construction provision from whom a Lot is repurchased shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by such Owner.

#### Section 13. Landscaping and Lawns.

At the time of construction of each residential building, the Owner shall landscape the Lot to the same standards as that generally prevailing throughout the District and similar subdivisions in the area. However, under no circumstances shall the amount allocated to landscaping (excluding sod) be less than One Thousand Dollars (\$1,000.00). Prior to occupancy, all lawns, including all areas between each residential building and any adjacent Street, regardless of the existence and location of any fence, boundary wall, berm, sidewalk or

right-of-way line, shall be fully sodded, except in such areas designated by Developer to be left as natural areas, and each Lot shall be fully and completely landscaped pursuant to the landscape plan approved in accordance with Section 9 hereof. The Owner of each Lot shall at all times keep his lawn, including areas between his residence and any adjacent Street, fully sodded, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches.

Section 14. Outbuildings.

(a) No Outbuilding or other detached structures appurtenant to the residence may be erected on any of the Lots without the prior written consent of Developer.

(b) No fence or wall shall be erected, constructed, or maintained upon any of the Lots without prior written approval as to material, shape, location, and height by Developer; provided, however, that Developer shall not approve any fence or wall that violates any section hereof or an ordinance of the City of Overland Park, Kansas, which regulates the construction and maintenance of fences and walls on residential property in the City of Overland Park, Kansas. On the street side of a Corner Lot, no fence can extend beyond the width of the house nor attach to anything other than the rear corner of the residence. No fence shall be erected over five (5) feet in height unless the fence surrounds a swimming pool. In no event will any chain link fences or dog runs be erected, placed or maintained upon any of the Lots in the District.

(c) No fence or obstruction of any kind shall be erected or constructed within the boundaries of drainage easements shown and identified as such on the Plat.

(d) All recreational or play structures shall be located behind the back building setback line of the residence built on any Lot or Lots.

(e) All outside doghouses and other animal shelters shall be located in the back yard, shall be erected within two feet of the residence, shall be painted the same color as the residence and shall have roofs that are compatible with the residence.

(f) No above ground swimming pools may be maintained upon any of the Lots.

(g) No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots. However, permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot. The advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot upon which it is erected. Nothing in this section shall be construed to prohibit the erection of Subdivision entrance structures, street signs, and informational signs by Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of the Subdivision.



(h) No exterior basketball goals shall be erected or maintained on any of the Lots without the prior written consent of Developer.

Section 15. Livestock and Poultry Prohibited.

No livestock or poultry may be kept or maintained upon any of the Lots without the prior written consent of Developer.

Section 16. Uses Other than Residential Uses; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided herein, no residence or approved Outbuilding shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence or operating a daycare facility provided such daycare facility is licensed by the appropriate local or state agency and such office or daycare facility is maintained and/or operated in accordance with the applicable ordinances of the City of Overland Park, Kansas.

(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 neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and approved Outbuildings shall be kept and maintained in good condition and repair at all times.

(c) No solar collector of any kind or type may be erected or maintained upon any Lot or Lots without the prior written consent of Developer.

(d) No radio or television transmitting or receiving antenna or other related communication equipment may be erected or maintained outside of any residence on any Lot or Lots without the prior written consent of Developer.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No garage sales, sample sales or similar sales shall be held within the District without the prior written consent of Developer.

(g) No mailbox or standard therefor shall be erected or installed without the prior written approval of Developer.

(h) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard in the District.

(i) All residential service utilities shall be underground.

(j) No tank for the storage of fuel or other liquids may be maintained above the surface of the ground on any Lot or Lots without the prior written consent of Developer.

(k) No driveway shall be constructed in a manner as to permit access to a street across a rear Lot line.

(l) (i) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Lots except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the Lot and permitted under other provisions of these Restrictions.

(ii) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any Lot except that such storage (except storage for hire) shall be permitted inside any building built on the Lot. [Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles of any type (including pick-up trucks) in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the Lots.] No automobile including motor homes, recreational vehicles, or a trailer of any type may be parked or stored upon any Street adjoining any Lot within the District for a period exceeding forty-eight (48) hours.

(m) No exterior clotheslines or poles may be erected or maintained on any of the Lots.

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

(o) Pets shall be confined. No pets shall be allowed to run at large on any of the land within the District.

#### Section 17. Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

(b) In addition, 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 mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements and rights-of-way shown on the Plat of the District or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of Developer, all Owners in the District and the Association as a cross easement for utility line service maintenance.

(c) Developer hereby reserves for itself, its successors and assigns and the Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Association and maintaining any Common Area.

Section 18. Duration of Restrictions.

These Restrictions shall continue and be binding upon Developer, and upon its successors and assigns, until January 1, 2018, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the Owners of more than seventy-five percent (75%) of the lots may release all of the land within the District from any one or more of these Restrictions, on January 1, 2018, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to January 1, 2018, or at least ten (10) days prior to the expiration of any successive five (5) year period after January 1, 2018.

Section 19. Homes Association Membership.

Each Owner is a member in the Association and is entitled to participate in the conduct and operation of the Association in accordance with the by-laws governing the Association.

Section 20. Common Area Maintenance.

(a) All Common Areas in the District and improvements located in the public right-of-ways such as grass, landscaping, fences, plant materials, trees, monument signs and walls shall be maintained by Developer until the Association is formed. After the formation of the Association, the Association shall maintain the Common Areas, including, but not limited to the mowing, planting, trimming, and landscaping of Common Areas. Any Common Area not dedicated to the public shall be deeded by Developer to the Association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessment levied against the Common Areas. Upon the failure of the Association to properly maintain the Common Area, Developer or the City of Overland Park may do the necessary maintenance work and assess the Association and/or each Owner for the reasonable expenses

of such work. Developer or the City of Overland Park, Kansas, may also bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any Owner, shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions and may bring any other proper legal action.

(b) After the formation of the Association, Developer shall have the right, at its option, to transfer and assign all of the rights of obligations of interpretation, approval and enforcement of the provisions of these Restrictions to the Association.

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

Section 21. Covenants Running With the Land: Right to Enforce.

These restrictions shall run with the land and bind the present Owners, their heirs, successors and assigns, and all parties claiming by, through or under any Owner and shall be taken to hold, agree and covenant with the Owners of the Lots, and with their heirs, successors and assigns, and with each of them to conform to and observe these Restrictions, as to the use of the Lots and the constructions of improvements thereon. These Restrictions shall not be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their period of ownership of any Lot or Lots. Developer, its successors and assigns, and also the Owner or Owners of any of the Lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, these Restrictions, in addition to ordinary legal action for damages, and failure of Developer, its successors or assigns, or of any Owner or Owners of any Lot or Lots to enforce any of these Restrictions at the time of its violation shall not be deemed to be a waiver of the right to do so thereafter. Developer, may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect, contained in a deed to any Lots, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of the Lots, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

Section 22. Addition of Other Land.

Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of these Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same

manner and with like effect as though the same had been originally described herein and subjected to these Restrictions.

Section 23. Maintenance of Lot.

Each Owner agrees by acceptance of a deed to any Lot or Lots to maintain each Lot and all improvements thereon including, without limitation, the cutting, trimming of all lawn areas and necessary care and maintenance of all plantings upon the Lot.

Section 24. Severability.

Invalidation of any of the provisions of these Restrictions, or any part thereof, by any order, judgment or decree of any court, or otherwise shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

Section 25. Consents.

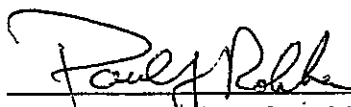
Whenever a consent, approval or determination of Developer is required under the terms hereunder, or a request is made by Developer hereunder, it shall mean the prior written consent, approval, or determination of either Developer or the Association, as the case may be, or a request by either Developer or the Association, as the case may be, or by any party or parties designated by either Developer or the Association; and such consent, approval, determination, or request shall be given or withheld by Developer or the Association or their designee(s), in their sole discretion (unless otherwise limited by the by-laws of the Association).

IN WITNESS WHEREOF, WILDERNESS DEVELOPERS, L.L.C., has caused these presents to be executed by its respective Manager this 19 day of FEBRUARY, 1998.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: Woodstone Ventures, L.L.C.,  
a Kansas limited liability company, its Manager

By: Woodstone, Inc.,  
a Kansas corporation, its Manager

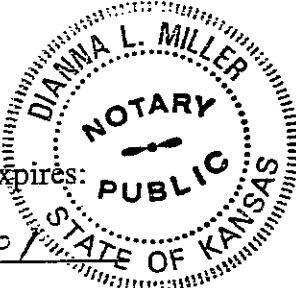
By:   
Paul J. Robben, President

STATE OF KANSAS            )  
  ) ss  
COUNTY OF JOHNSON    )

BE IT REMEMBERED that on this 19 day of FEBRUARY, 1998, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

My Appointment Expires: 11/22/2001

 Dianna L Miller  
Notary Public

Accom

2794251/

THE WILDERNESS  
HOMES ASSOCIATION  
DECLARATION

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

1998 FEB 20 P 3: 57.8

24<sup>00</sup> SARA F. ULLMANN  
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS:

That WILDERNESS DEVELOPERS, L.L.C., a Kansas limited liability company, as the owner of the real estate described on Exhibit A attached hereto and incorporated herein does hereby create and establish by this declaration (the "Declaration") an association to be known as The Wilderness Homes Association, Inc., a Kansas not-for-profit corporation (the "Association").

Section 1. Definitions. For purposes of this Declaration, the following terms shall have the following meanings:

- (1) "District" shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above and shown on the Plat. If or when other land shall be added, in the manner hereinafter provided, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration, including any future modification thereof.
- (2) "Improved Property" shall mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of being erected. Any such tract may consist of one or more contiguous Lots (as hereinafter defined) or part or parts thereof. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.
- (3) "Common Area" shall mean all streets, all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the Owners (as hereinafter defined), or which may, with appropriate consent, be used by all of the Owners.
- (4) "Owners" shall mean those persons or corporations who may from time to time own in fee simple a Lot or Lots within the District.
- (5) "Restrictions" shall specifically include those contained in the "Declaration of Restrictions to The Wilderness Subdivision" filed in the office of the Register of Deeds, Johnson County, Kansas, on \_\_\_\_\_, 1998, beginning on Page 945 of Volume 5469, and all amendments thereto.
- (6) "Lot" shall mean any lot within the District shown as a separate lot on the Plat (as hereinafter defined), as amended from time to time.

- (7) "Developer" shall mean Wilderness Developers, L.L.C., a Kansas limited liability company.
- (8) "Assessment" shall mean those charges and assessments made against any Lot or Lots pursuant to Section 5 of this Declaration.
- (9) "Plat" shall mean the document recorded with the Register of Deeds of Johnson County, Kansas by the Developer in Book 100 of Plats at Page 43, as Document No. 2724272.
- (10) "Bylaws" shall mean the bylaws of the Association, and all amendments thereto filed with the Secretary of State of Kansas.

Section 2. Homes Association, Membership, Voting and Management.

1. The Owners of each Lot in the District, together with the Owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of the Association. Membership in the Association shall be limited to the Owners of land within the boundaries of the District as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and or their rights to participate in its meetings.

2. The Association shall have two (2) classes of voting membership as follows:

(a) Class A. Each Owner, with the exception of the Developer, of a Lot in the District shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot which he owns. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to ten (10) votes for each Lot within the District in which the Developer holds fee simple title.

3. No Lot shall be entitled to any of the benefits, improvements or services provided by the Association unless the Owner or Owners thereof shall have subjected their Lot or Lots to the terms of this Declaration and to the Assessments.

4. The Owners shall have the exclusive right to the use of all Common Areas as designated on the Plat or as otherwise designated herein. The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas.



Section 3. Extension of District. Developer may from time to time add to the District such land as is now or hereafter owned or approved for addition by Developer, provided that the land so added to the District shall be bound at the time by all terms of this Declaration and any future modifications thereof.

Section 4. Powers and Duties of Home Association. In addition to the powers granted by other portions of this Declaration or by law, the Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of the Declaration, including, without limitation:

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

(b) To provide for the maintenance of Common Areas, and also to provide for the maintenance of any streams and natural watercourses within the District.

(c) To provide for the operation and maintenance of swimming facilities which may hereafter be erected, for the exclusive use and enjoyment of members of the Association and members of their families who reside in the District, and establish rules for the use and management of such facilities.

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

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

(1) To enforce, either in its own name or in the name of any Owner within the District, the Restrictions which may have been heretofore or may hereafter be imposed upon any of the Lots in the District, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of the Restrictions being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plats in which such Restrictions are set forth, nor shall it serve to prevent the assignment of those rights by proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any

enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any of the Restrictions.

(2) To manage and control as trustee for its members all public improvements upon and to the Lots in the District, or improvements in Common Areas, provided that such management and control of said improvements shall at all times be subject to any City, Township, County and State, or any of them in which the Lots within the District are located.

(3) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

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

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

(6) To provide such lights as the Association may deem advisable in the Common Areas, when such facilities are not available from any public source.

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

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

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

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

(f) Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Developer shall have the right at its option to perform the duties, assume the obligations, and collect the Assessments, and otherwise

exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given directly to Developer. The Association shall not assume any of the rights herein provided for without the consent of Developer and the Developer's relinquishment of its rights as temporary trustee.

#### Section 5. Method of Providing General Funds.

1. For the purpose of providing a general fund to enable the Association to exercise the powers, and maintain the improvements and render the services herein provided for all land within the boundaries of the District, except the Lots owned by Developer, on the first day of each fiscal year of the Association as hereinafter defined, each Owner shall be subject to an annual Assessment which may be levied by the Association from year to year and shall be paid to the Association annually in advance by the respective Owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the Lots in the Plat, except as herein provided, together with such other land as may from time to time be added to the District as herein provided. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual Assessment not exceeding \$160 until operational completion of the amenities area and \$360 thereafter, for each Lot within the District as now or hereafter established. Notwithstanding anything to the contrary contained herein, if in the sale of land within the District any Lot or Lots be divided into one or more building sites (a "Building Site"), each Building Site shall be for a single residence and may consist of a part or parts of one or more Lots as platted. For the purpose of levying the Assessment each of the Building Sites shall constitute one Assessment unit and shall be liable for each annual Assessment in the same way and manner as one platted Lot under a single ownership. For the purpose of levying the Assessment, the Association, shall be the sole judge as to what may from time to time constitute a Building Site under the provisions of this paragraph.

2. The annual Assessment upon each Lot or Building Site may be increased by an amount not exceeding fifty percent of the \$360 maximum annual Assessment which the Association may levy and collect from year to year. No increase of the annual Assessment may be made unless a meeting of the members is specially called for that purpose (the "Special Meeting"). The Special Meeting must be held prior to the date on which the Assessment is levied for the year for which such increase is proposed. No increase in the annual Assessment shall be effective unless fifty-one percent (51%) of those present at the Special Meeting authorize the increase by an affirmative vote therefor. Whenever the Association may deem it advisable to submit to the members a proposal for increasing the amount of the annual Assessment for a particular year, it shall notify the members of the Association by mailing to such members of such meeting, giving the time and place at which it is to be held and the fact that an increase in the amount of the annual Assessment is to be voted upon at the Special Meeting. No increase in the amount of the annual Assessment may be made for more than one year at a time.

3. The first Assessment shall become due on the first day of the month following the conveyance of a Lot in the District from Developer, or a builder to a third-party. The initial Assessment shall be in an amount not exceeding \$30 for each full calendar month beginning with

said Assessment date to and including the next succeeding month of May. Thereafter, Assessments shall be for the fiscal year beginning June 1st, and shall be fixed and levied prior to June 1st of each year and shall be payable on that date, and thereafter the Assessment shall be due and payable on June 1st of each year. It will be the duty of the Association to notify, in accordance with the Bylaws, all Owners whose address is listed with the Association giving the amount of the Assessment on each Lot owned by the Owners, and the date when such Assessment is due. Failure of the Association to levy the Assessment prior to June 1st of each year for the next succeeding fiscal year beginning on June 1st shall not invalidate any such Assessment made for that particular year; nor shall failure to levy an Assessment for any one year affect the right of the Association to do so for any subsequent year. When the Assessment is made subsequent to June 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the Assessment.

#### Section 6. Lien on Real Estate.

1. The Assessment shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth. The lien of the Assessment shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States government. In the event of the failure of any Owner to pay the Assessment on or before the 30th day following the making of the Assessment, then the Assessment shall bear interest at the rate of eight percent (8%) per annum, from the date of the Assessment.

2. After thirty (30) days from the date of levying the Assessment for the fiscal year during which and for which the Assessment is levied, the Assessment shall become delinquent, and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file a certificate of nonpayment of Assessment in the Office of the Register of Deeds whenever the Assessment is delinquent. For each certificate filed, the Association shall be entitled to collect from the owners of the property described therein a fee of \$30.00, which fee is hereby declared to be a lien upon the real estate described in the certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States government. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

3. The liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the Assessment, in which case the lien shall continue until the termination of the suit and until the sale of the real estate under execution of the judgment establishing same.

Section 7. Limitation on Expenditures. The Association shall at no time expend more money within any one fiscal year than the total amount of the Assessment for that particular year, plus any surplus which it may have on hand from previous Assessments; nor shall said Association enter into any contract whatsoever, binding the Assessment of any future year to pay for any obligation, and no contract shall be valid or enforceable against the Association except for contracts for utilities. The Assessment for each year shall be applied, as far as practicable, toward payment of the obligation of that year, and the Association shall have no power to make a contract affecting the Assessment of any future or subsequent year except for utilities.

Section 8. Notices.

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

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

Section 9. Observance of All Laws; Severability. The Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as herein provided.

Section 10. Amendment or Termination.

1. By written consent of three-fourths of the Owners evidenced by a Declaration duly executed and acknowledged by such Owners and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended, provided, however, that no right to exceed the maximum annual Assessment herein provided for may be given.

2. This Declaration may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions thereof if two-thirds of the Owners execute and acknowledge an appropriate agreement or agreements for that purpose and file the same for record in the office of the Register of Deeds of Johnson County, Kansas.

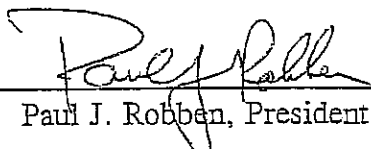
Section 11. Covenants Running with the Land. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon Developer, and upon its successors and assigns.

IN WITNESS WHEREOF, WILDERNESS DEVELOPERS, L.L.C., has caused these presents to be executed by its respective Manager this 19 day of FEBRUARY, 1998.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: Woodstone Ventures, L.L.C.,  
a Kansas limited liability company, its Manager

By: Woodstone, Inc.,  
a Kansas corporation, its Manager

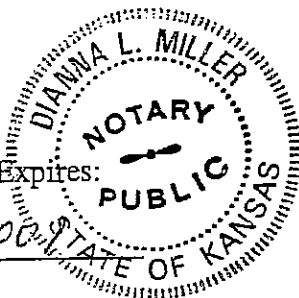
By:   
Paul J. Robben, President

STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 19 day of FEBRUARY, 1998, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

My Appointment Expires: 11/22/2008



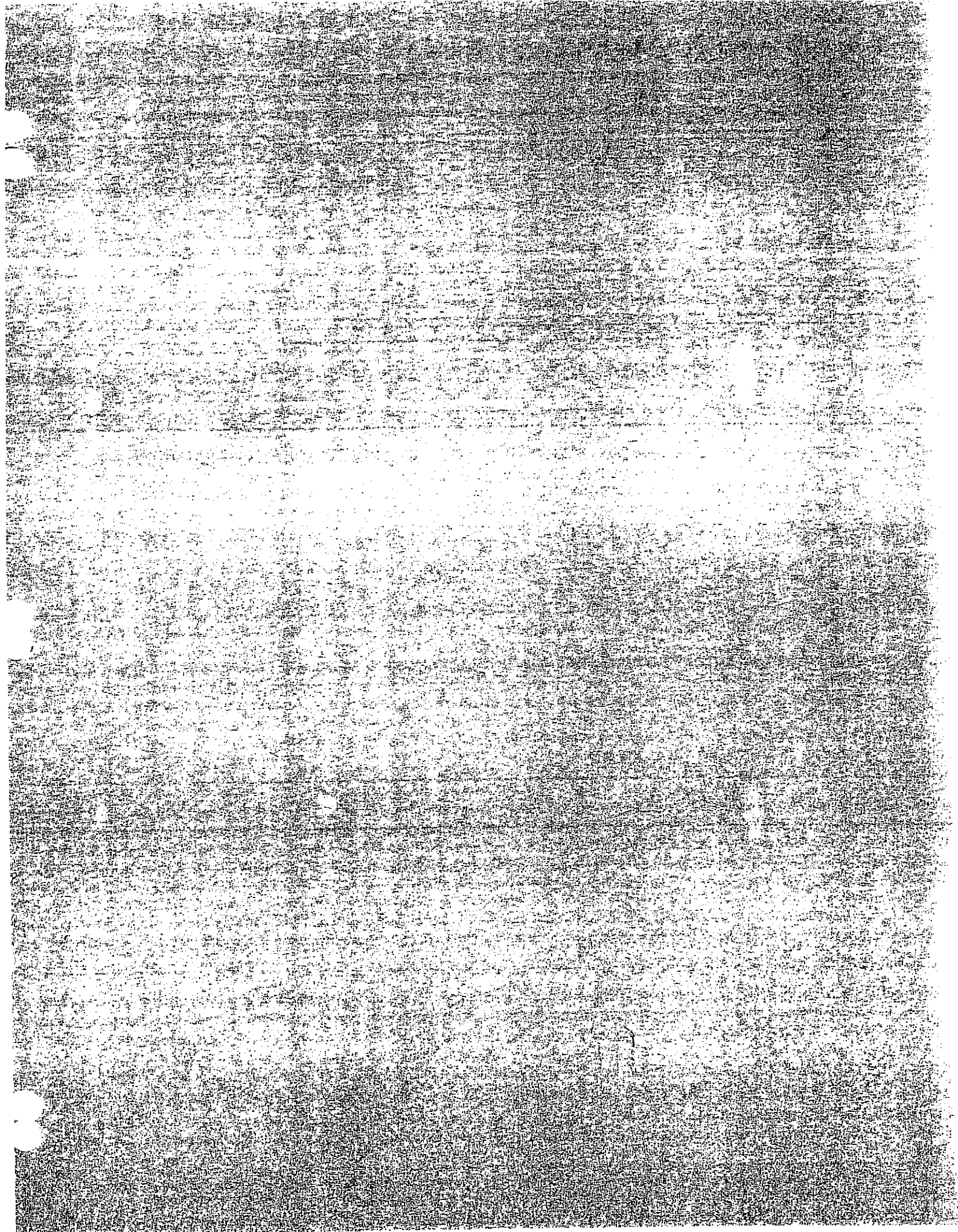
Dianna L Miller  
Notary Public

EXHIBIT A

Legal Description

Lots 1 through 75, First Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.





ccom

2961147

This instrument filed by  
Security Land Title Company

**FIRST AMENDMENT TO DECLARATION OF  
RESTRICTIONS  
TO THE  
WILDERNESS SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS TO THE WILDERNESS SUBDIVISION (the "First Amendment") is made as of the 9 day of MARCH, 1999, by WILDERNESS DEVELOPERS, L.L.C. ("Developer").

WHEREAS, THE WILDERNESS, a subdivision in the City of Overland Park, Johnson County, Kansas (the "Subdivision"), is subject to certain restrictions set forth in that certain declaration entitled "Declaration of Restrictions to the Wilderness Subdivision" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, in Book 5469 at Page 945 as document 2794250 (the "Declaration");

WHEREAS, the Declaration contemplates that additional property will be subject to the restrictions contained therein;

WHEREAS, Developer desires to subject to the Declaration the land described on Exhibit A attached hereto (the "Added Land"), all of which Added Land is owned by Developer;

NOW, THEREFORE, Developer hereby declares the following Amendment to the Declaration:

1. Unless otherwise herein defined, all capitalized terms used in this Amendment shall have the meaning given them in the Declaration. The Recitals set forth are hereby made a part of this First Amendment.
2. The Added Land is hereby made subject to the Declaration, with the same manner and with like effect as if the Added Land had been originally described in the Declaration and the Added Land originally subject to the restrictions contained therein.
3. The Declaration shall continue in full force and effect as modified herein.

IN WITNESS WHEREOF, Developer has caused this First Amendment to be executed as of the day and year first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

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

1999 MAR 10 A 10:47.4

SARA F. ULLMANN  
REGISTER OF DEEDS

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC., a Kansas  
corporation, its Manager

By: Paul J. Robben  
Paul J. Robben, President

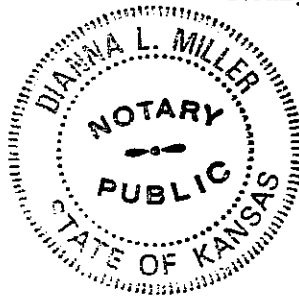
STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 9<sup>th</sup> day of MARCH, 1999, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

Dianna L Miller  
Notary Public

My Appointment Expires:  
11/28/2001



**EXHIBIT A**

**Legal Description - Added Land**

Lots 76 through 159, Second Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lots 160 and 161, Fourth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.



2961145

's Instrument filed by  
Security Land Title Company

**SECOND AMENDMENT TO  
WILDERNESS DECLARATION OF RESTRICTIONS**

THIS SECOND AMENDMENT TO THE WILDERNESS DECLARATION OF RESTRICTIONS (the "Second Amendment") is made as of the 9 day of MARCH, 1999, by WILDERNESS DEVELOPERS, L.L.C. ("Developer"), WOODSTONE HOMES, INC. ("Woodstone") and J.S. ROBINSON CONSTRUCTION, INC. ("JSRC").

WHEREAS, THE WILDERNESS, a subdivision in the City of Overland Park, Johnson County, Kansas (the "Subdivision"), is subject to certain restrictions set forth in that certain declaration entitled "Declaration of Restrictions to the Wilderness Subdivision" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, in Book 5469 at Page 945 (the "Declaration"), as the same has been amended;

WHEREAS, Developer, Woodstone, and JSRC currently own all of the following Lots in the Subdivision (collectively, the "View-Preserving Lots"):

1. Lots 43, 44, 48, and 49, First Plat, recorded in Book 100 of Plats, Page 43, as Document No. 2724272 (the "First Plat");
2. Lots 90, 91, 94-97, 111-119, 136-145, 156, and 157, Second Plat recorded in Book 105 of Plats, Page 41, as Document No. 2863947 (the "Second Plat");
3. Lots 160 and 161, Fourth Plat recorded in Book 108, Page 37, as Document No. 2948503 (the "Fourth Plat"); and

WHEREAS, Developer, Woodstone, and JSRC desire to amend the Declaration by establishing certain restrictions on the View-Preserving Lots relating to fences and walls erected on property adjoining green areas, common areas, trails and other similar property located in the Subdivision (collectively, "Green Space").

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. The following restrictions are hereby placed on the View-Preserving Lots:
  - (a) No fence or wall shall be erected within ten feet of any property boundary (lot line) of the View-Preserving Lots that borders or adjoins Green Space;
  - (b) No fence or wall erected on a View-Preserving Lot shall exceed four feet in height;
  - (c) No fence or wall erected on a View-Preserving Lot shall preclude all visibility or be of entirely unbroken construction; and
  - (d) The design, materials, and configuration of the fence or wall, and the Owner's compliance with the foregoing requirements shall be approved in

writing by Developer (or the Association as Developer's successor, as set forth in the Declaration).

2. Nothing set forth in this Second Amendment shall be construed to modify, eliminate or narrow the application of the terms and conditions described in Sections 10, 14(b), and 14 (c) of the Declaration.

3. All capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

4. Except as otherwise modified herein, the Declaration shall remain in full force and effect.


5. This Second Amendment shall be binding on the undersigned's successors and assigns and shall run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment effective as of the date first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC., a Kansas  
corporation, its Manager

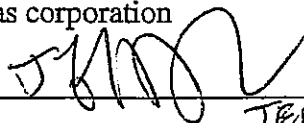
By:   
Paul J. Robben, President

1200  
STATE OF KANSAS ] ss  
COUNTY OF JOHNSON ]  
FILED FOR RECORD

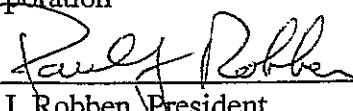
1999 MAR 10 A 10:47.0

SARA F. ULLMANN  
REGISTER OF DEEDS

J.S. ROBINSON CONSTRUCTION, INC.,  
a Kansas corporation

By:   
Name: JEFF ROBINSON  
Title: Pres

WOODSTONE HOMES, INC.,  
a Kansas corporation

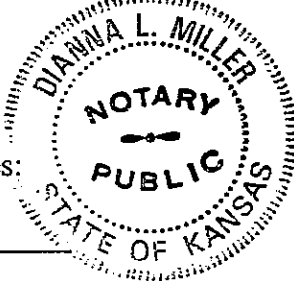
By:   
Paul J. Robben, President



STATE OF KANSAS       )  
                                  ) ss  
COUNTY OF JOHNSON    )

BE IT REMEMBERED that on this 9th day of MARCH, 1999, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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



Dianna L Miller  
Notary Public

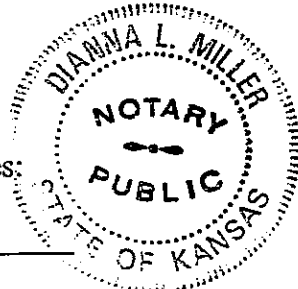
My Appointment Expires:

11/22/2001

STATE OF KANSAS       )  
                                  ) ss  
COUNTY OF JOHNSON    )

BE IT REMEMBERED that on this 9th day of MARCH, 1999, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone Homes, Inc., a Kansas corporation, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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



Dianna L Miller  
Notary Public

My Appointment Expires:

11/22/2001

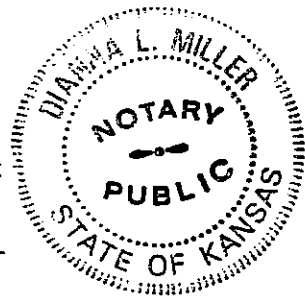


STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 9<sup>th</sup> day of MARCH, 1999, before me, a Notary Public in and for said county and state, personally appeared JEFF ROBINSON, \_\_\_\_\_ of J. S. Robinson Construction, Inc., a Kansas corporation, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

Dianna L Miller  
Notary Public



My Appointment Expires:  
11/22/2001



ALCOM

2961146

This instrument filed by  
Security Land Title Company

SECOND AMENDMENT TO  
WILDERNESS HOMES ASSOCIATION DECLARATION

THIS SECOND AMENDMENT TO THE WILDERNESS HOMES ASSOCIATION DECLARATION (the "Second Amendment") is made as of the 9 day of MARCH, 1999, by WILDERNESS DEVELOPERS, L.L.C. ("Developer").

WHEREAS, THE WILDERNESS, a subdivision in the City of Overland Park, Johnson County, Kansas (the "Subdivision"), more accurately described on Exhibit A attached hereto and incorporated herein, the First Plat of which is recorded in the Office of the Register of Deeds of Johnson County, Kansas, in Book 100 of Plats at Page 43, as Document Number 2724272, is subject to certain covenants and restrictions set forth in that certain declaration entitled "The Wilderness Homes Association Declaration" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, as Document Number 2794251, in Book 5469 at Page 959, as amended by that certain First Amendment to Wilderness Homes Association Declaration, recorded in the Office of the Register of Deeds of Johnson County, Kansas, as Document Number 2905570, in Book 5916 at Page 166 (the "Declaration"); and

WHEREAS, Developer desires to subject to the Declaration the land described on Exhibit B attached hereto and incorporated herein (the "Added Land"), all of which Added Land is owned by the Developer;

WHEREAS, the Declaration provides that it may be amended only upon recordation in Johnson County, Kansas, of a Declaration duly executed and acknowledged by three-fourths (3/4) of the Owners;

WHEREAS, the undersigned parties satisfy the Declaration's approval requirements.

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. Unless otherwise herein defined, all capitalized terms used in this Second Amendment shall have the meaning given them in the Declaration.
2. The Added Land is hereby made a subject to the Declaration, with the same manner and with like effect as if the Added Land had been originally described in the Declaration and the Added Land originally subject to the restrictions contained therein.
3. The Declaration shall continue in full force and effect as modified herein.
4. This Second Amendment shall be binding on the undersigned's successors and assigns and shall run with the land.

STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

1999 MAR 10 A 10:47.2

SARA F. ULLMANN  
REGISTER OF DEEDS

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment effective as of the date first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC., a Kansas  
corporation, its Manager

By: 

Paul J. Robben, President

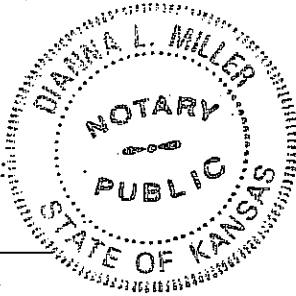
STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 9<sup>th</sup> day of MARCH, 1999, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

My Appointment Expires:

11/22/2001



Dianna L Miller  
Notary Public

STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF JOHNSON        )

EXHIBIT A

Legal Description

Lots 1 through 75, First Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

EXHIBIT B

Legal Description – Added Land

Lots 76 through 159, Second Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lot 160 and 161, Fourth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.





Accom

**THIRD AMENDMENT TO  
DECLARATION OF RESTRICTIONS TO THE WILDERNESS SUBDIVISION**

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS TO THE WILDERNESS SUBDIVISION (the "Third Amendment") is made as of this 30<sup>th</sup> day of December, 1999, by WILDERNESS DEVELOPERS, L.L.C. ("Developer").

WHEREAS, THE WILDERNESS, a subdivision in the City of Overland Park, Johnson County, Kansas (the "Subdivision"), is subject to certain restrictions set forth in that certain declaration entitled "Declaration of Restrictions to the Wilderness Subdivision" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, in Book 5467 at Page 945 (the "Declaration"), as amended by the First Amendment Declaration of Restrictions to the Wilderness Subdivision, recorded in the Office of the Register of Deeds of Johnson County, Kansas, as Document Number 2961147, in book 6088 at Page 354 (the "First Amendment"), and the Second Amendment to Wilderness Declaration of Restrictions, recorded in the Office of the Register of Deeds of Johnson County, Kansas, as Document Number 2961145, in Book 6088 at Page 345 (the "Second Amendment");

WHEREAS, the Developer desires to subject to the Declaration the land described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "Added Land"), all of which Added Land is owned by the Developer;

WHEREAS, Developer desires to further amend the Declaration by designating those lots described on Exhibit B, which is attached hereto and incorporated herein by this reference, as View-Preserving Lots (the "View-Preserving Lots").

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. The Added Land is hereby made subject to the Declaration, with the same manner and with like effect as if the Added Land had been originally described in the Declaration and the Added Land originally subject to the restrictions contained herein.

2. Lots 162-193, Fifth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas (the "Fifth Plat") are hereby designated as View-Preserving Lots.

3. The following restrictions are hereby placed on the View-Preserving Lots in the Fifth Plat only:

(a) No fence or wall erected on a View-Preserving Lot shall exceed four feet in height;

(b) No fence or wall erected on a View-Preserving Lot shall obstruct all visibility or be or entirely unbroken construction; and

(c) The design, materials, and configuration of the fence or wall, and the Owner's compliance with the foregoing requirements shall be approved in writing by Developer (or the Association as Developer's successor, as set forth in the Declaration).

3. Except as otherwise modified herein, all capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

4. Except as otherwise modified herein, the Declaration shall remain in full force and effect.

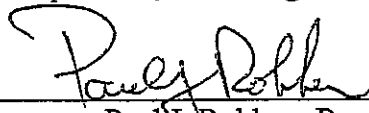
5. This Third Amendment shall be binding on the undersigned's successors and assigns and shall run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment effective as of the date first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC., a Kansas  
corporation, its Manager

By:   
Paul J. Robben, President

STATE OF KANSAS            )  
                                  ) ss  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 30 day of December, 1999, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

My Appointment Expires:

11/22/2001

Notary Public

*Dianna L Miller*

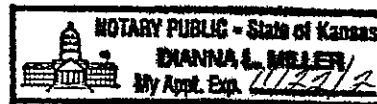


EXHIBIT B

Legal Description

Lots 162-193, Fifth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Acc om

STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

200 JAN -5 P 3:42:08

SARA F. ULLMANN  
REGISTER OF DEEDS

THIRD AMENDMENT TO  
WILDERNESS HOMES ASSOCIATION DECLARATION

THIS THIRD AMENDMENT TO THE WILDERNESS HOMES ASSOCIATION DECLARATION (the "Third Amendment") is made as of this 30<sup>th</sup> day of December, 1999, by WILDERNESS DEVELOPERS, L.L.C. ("Developer").

WHEREAS, THE WILDERNESS is a subdivision of land in the City of Overland Park, Johnson County, Kansas (the "Subdivision"), legally described on Exhibit A attached hereto and incorporated herein, the First Plat of which is recorded in the Office of the Register of Deeds of Johnson County, Kansas, in Book 100 of Plats at Page 43, as Document Number 2724272, and is subject to certain covenants and restrictions set forth in that certain declaration entitled "The Wilderness Homes Association Declaration" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, as Document Number 2794251, in Book 5469 at Page 959, as amended by that certain First Amendment to Wilderness Homes Association Declaration, recorded in the Office of the Register of Deeds of Johnson County, Kansas, as Document Number 2905570, in Book 5916 at Page 166, and as further amended by the Second Amendment to Wilderness Homes Association Declaration, recorded in the Office of the Register of Deeds of Johnson County, Kansas, as Document Number 2961146 in Book 6088 at Page 349 (the "Declaration"); and

WHEREAS, Developer desires to subject to the Declaration the land described on Exhibit B which is attached hereto and incorporated herein by this reference (the "Added Land"), all of which Added Land is owned by the Developer;

WHEREAS, the Declaration provides that it may be amended only upon recordation in Johnson County, Kansas, of a Declaration duly executed and acknowledged by three-fourths (3/4) of the Owners;

WHEREAS, the undersigned satisfies the Declaration's approval requirements.

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. Unless otherwise herein defined, all capitalized terms used in this Third Amendment shall have the meaning given them in the Declaration.

2. The Added Land is hereby made subject to the Declaration, with the same manner and with like effect as if the Added Land had been originally described in the Declaration and the Added Land originally subject to the restrictions contained therein.

3. Section 3 of the Declaration shall be deleted in its entirety and replaced with the following:

Section 3. Extension of District. Notwithstanding any provision contained herein that is contrary to this Section, Developer may from time to time add to the District such land as is now or hereafter owned or approved for

addition by Developer, provided that the land so added to the District shall be bound at the time by all terms of this Declaration and any future modifications thereof.

4. The Declaration shall continue in full force and effect as modified herein.

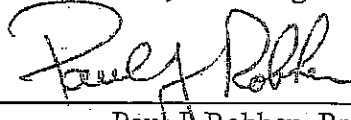
5. This Third Amendment shall be binding on the undersigned's successors and assigns and shall run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment effective as of the date first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC., a Kansas  
corporation, its Manager

By:   
Paul J. Robben, President

STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 30 day of December, 1999, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

My Appointment Expires:

11/22/2001

Notary Public

*Dianna L Miller*

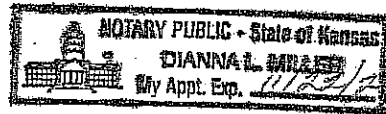


EXHIBIT A

Legal Description

Lots 1 through 75, First Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lots 76 through 159, Second Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lot 22, Third Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lot 160 and 161, Fourth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.



EXHIBIT B

Legal Description - Added Land

Lots 162 through 264, Fifth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.



Accom

60  
#12 FILED  
JOHNSON COUNTY, KANSAS

200 NOV -6 P 4 24.4

FOURTH AMENDMENT TO

WILDERNESS HOMES ASSOCIATION DECLARATION

SARA F. ULLMANN  
REGISTER OF DEEDS

THIS FOURTH AMENDMENT TO THE WILDERNESS HOMES ASSOCIATION DECLARATION (the "Fourth Amendment") is made as of the 2<sup>nd</sup> day of November, 2000, by WILDERNESS DEVELOPERS, L.L.C.

WHEREAS, THE WILDERNESS, a subdivision in the City of Overland Park, Johnson County, Kansas (the "Subdivision"), more accurately described on Exhibit A attached hereto and incorporated herein, the First Plat of which is recorded in the Office of the Register of Deeds of Johnson County, Kansas, in Book 100 of Plats at Page 43, as Document Number 2724272, is subject to certain restrictions set forth in that certain declaration entitled "The Wilderness Homes Association Declaration" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, in Book 5469 at Page 959-968 (the "Declaration");

WHEREAS, the Declaration provides that it may be amended only upon recordation in Johnson County, Kansas, of a Declaration duly executed and acknowledged;

WHEREAS, the undersigned party satisfies the Declaration's approval requirements.

WHEREAS, the "Owners" (as such term is defined in the Declaration), in the First Amendment to Wilderness Homes Association, amended the Declaration by establishing "Maintenance Free Lots" which Maintenance Free Lots shall receive certain lawn care and snow removal services which are not available to all Lots in the Subdivision;

WHEREAS, Owners desire to classify certain additional Lots as Maintenance Free Lots, more accurately described on Exhibit B attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. Lots 173 through 201, Fifth Plat, in the Subdivision, are hereinafter defined as "Maintenance Free Lots."

2. All capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

3. Except as otherwise modified herein, the Declaration shall remain in full force and effect.

4. This Fourth Amendment shall be binding on the undersigned's successors and assigns and shall run with the land.

NOV 20 2000

IN WITNESS WHEREOF, the undersigned has executed this Fourth Amendment effective as of the date first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC., a Kansas  
corporation, its Manager

By: *Paul J. Robben*  
Paul J. Robben, President

STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 2 day of NOVEMBER, 2000, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, managing member of Woodstone Ventures, a Kansas limited liability company, managing member of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

My Appointment Expires:

11/22/2001

Notary Public

*Dianna L Miller*



EXHIBIT A

Legal Description: Existing Lots

Lots 1 through 75, First Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lots 76 through 159, Second Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lot 22, Third Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lot 160 and 161, Fourth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

Lot 162 through 264, Fifth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.

EXHIBIT B

Legal Description: Added Lots

Lots 173 through 201, Fifth Plat, THE WILDERNESS, a subdivision of land in the Northwest Quarter of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas.



2001 FEB -8 A 9:34 B

REBECCA L. DAVIS  
REGISTER OF DEEDS

SUPPLEMENT TO  
THE WILDERNESS  
HOMES ASSOCIATION DECLARATION

This Supplement is made as of February 6, 2001 by Wilderness Developers, L.L.C., a Kansas limited liability company (the "Developer").

WHEREAS, the Developer is the developer of the residential subdivision in the City of Overland Park, Johnson County, Kansas known as "The Wilderness"; and

WHEREAS, the City of Overland Park (the "City") has required that the Developer enter into two Storm Drainage Variance Agreements with the City, which agreements have been or will be recorded by the City with the Register of Deeds of Johnson County, Kansas and set forth certain requirements for the homes association of the subdivision to satisfy regarding the existence, ownership and future maintenance of two creek areas within the subdivision; and

WHEREAS, this Supplement is required by this City and is necessary to implement the provisions of the two Storm Drainage Variance Agreements;

NOW, THEREFORE, the Developer hereby declares and agrees as follows:

A. This Supplement shall apply to all of the lots now existing in the District (as set forth on Exhibit A attached hereto) and all future lots that may be platted as part of the District. This Supplement shall supplement all of the now existing recorded Homes Association Declarations for the District (as set forth on Exhibit B attached hereto) and all future Homes Association Declarations that may be recorded with respect to any part of the District (collectively the "Declaration").

B. The following new Section 12 is hereby added to the Declaration:

Section 12. Private Park

1. "Private Park" means each tract of real property legally described on Exhibit C attached hereto from time to time, which tract contains a natural channel through which storm water flows (the "Private Storm Sewer System") and with respect to which the City of Overland Park ("City") has granted a variance from the provisions of its municipal code that require the construction of storm sewers to accommodate natural run-off.

2. The following shall apply with respect to each Private Park and each Private Storm Sewer System:

(a) The Owners of the Lots shall have sole responsibility for the Private Storm Sewer System, and in that regard shall maintain the Association as the vehicle to fulfill their obligations. The Association shall be responsible for properly maintaining the Private Park and the Private Storm Sewer System, including, without limitation, any bank stabilization project constructed therein to obviate the effects of



detrimental erosion or other damage caused by the flow of water into or through the Private Storm Sewer System from the surrounding property or from public storm sewer systems and correcting any effects of detrimental erosion or other damage caused by the flow of water through the Private Park. The Association shall enter into an agreement with the Developer regarding the sharing of the expenses of the maintenance and other costs associated with the Private Storm Sewer System in proportion to the number of lots in the District that have been sold versus unsold by the Developer, except that the Developer's obligation to contribute periodically to the expenses shall cease once Developer transfers title to all Lots and common areas. Title to the Private Park shall be conveyed to the Association at such time as the Developer determines in its discretion.

(b) The Association shall maintain adequate liability insurance to cover all reasonably insurable risks associated with the Private Storm Sewer System and the obligations of the Association to the City.

(c) The Association shall indemnify and hold harmless the City, the Mayor, the members of the City Council and the employees and agents of the City from and against any and all losses, damages, costs and expenses including reasonable attorneys fees, that may be incurred or suffered by any of them as a result of or in connection with any claims that may be asserted against any of them in connection with the Private Storm Sewer System. The Association shall promptly reimburse the City for any public funds the City may expend with respect to maintenance of or improvement of the Private Storm Sewer System in the event the Association fails to maintain the Private Storm Sewer System, although the City is under absolutely no obligation to so maintain or improve.

(d) The City is hereby released from any and all past, present or future liability for any damage that may be caused at any time to any person or to any real or personal property, including, without limitation, any lot, residence or other improvement, or to the Private Storm Sewer System resulting from or related to, directly or indirectly, the City's granting of a variance from the Overland Park Municipal Code relating to the Private Storm Sewer System or otherwise acting or failing to act with respect to the maintenance of the Private Storm Sewer System or the City's permitting public storm water to enter the Private Storm Sewer System. The City is hereby further released from any and all past, present or future obligations to expend any public funds or to take any other action to maintain or improve the Private Storm Sewer System.

(e) With regard to the provisions contained in this Declaration relating to the Private Storm Sewer System, each of the Developer and the City shall be deemed third party beneficiaries with a continuing right (but not the obligation) to enforce all restrictions, obligations and other

provisions regarding the Private Storm Sewer System. Such right shall survive the transfer of title to the Private Park to the Association.

(f) The Association shall create and maintain out of its annual dues a reserve for the costs of the future performance of the Association's obligations with respect to the Private Storm Sewer System.

(g) If at any time in the future the Association requests that the ownership, operation and maintenance of the Private Storm Sewer System be assumed by the City, the City will not consider such a request before:

(i) The Private Storm Sewer System is improved to meet the requirements of the Overland Park Municipal Code as amended; and

(ii) Any easement necessary for the City to own, operate and maintain the storm sewer is granted to the City at no cost to the City.

Consideration of such a request by the City does not guarantee acceptance of the Private Storm Sewer System.

(h) Upon any future written request by the City that the Private Storm Sewer System be dedicated to the City, and if at the time of such request the Association is in default of its obligations hereunder, the Association shall effect such dedication without any costs or charge to the City.

(i) Notwithstanding any other provision in this Declaration to the contrary, the written consent of the City shall be required for the termination of this Declaration in its entirety or to any amendment, modification or termination of any provision of this Declaration regarding the Private Storm Sewer System.

(j) Upon any failure by the Association to satisfy its obligations to the City under this Section 4, the Owners of the Lots shall have such responsibility.

C. The following new Paragraph 3 is hereby added to Section 10 of the Declaration:

3. Notwithstanding the provision of Paragraphs 1 and 2 above to the contrary, the written consent of the City of Overland Park shall be required for the termination of this Declaration in its entirety or to any amendment, modification or termination of any provision of this Declaration regarding the Private Park and Private Storm Sewer System. If such consent of the City is requested, it shall be made in writing to the City clerk. The City shall have 60 days after receipt of the request to rule on the Request.

D. This Supplement is made and executed by the Developer in its capacity as the "Developer" under the Declaration and in its capacity as an Owner of Lots in the District. This Supplement shall be effective upon execution by the Developer and recordation in the office of the Register of Deeds of Johnson County, Kansas.

IN WITNESS WHEREOF, WILDERNESS DEVELOPERS, L.L.C., has caused this Supplement to be duly executed.

WILDERNESS DEVELOPERS, L.L.C.  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C.,  
a Kansas limited liability company, its Manager

By: WOODSTONE, INC.,  
a Kansas corporation, its Manager

By: *Paul J. Robben*  
Paul J. Robben, President

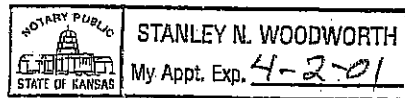
STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF JOHNSON   )

BE IT REMEMBERED that on this 6<sup>th</sup> day of February, 2001, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, as manager of Woodstone Ventures, L.L.C., a Kansas limited liability company, as manager of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

*Stanley N. Woodworth*  
Notary Public

My Appointment Expires:



STATE OF KANSAS  
COUNTY OF JOHNSON) SS  
FILED FOR RECORD

#2600  
2001 FEB 12 A 3:52 B

REBECCA L. DAVIS  
REGISTER OF DEEDS

EXHIBIT B

Lots 1 through 21 and 23 through 75, THE WILDERNESS First Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lots 76 through 159, THE WILDERNESS Second Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lot 22, THE WILDERNESS Third Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lots 160 and 161, THE WILDERNESS Fourth Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lots 162 through 264, THE WILDERNESS Fifth Plat, a subdivision in Overland Park, Johnson County, Kansas.

The following tract:

*See page 7*

# DESCRIPTION

A tract of land in the West One-half of Section 16, Township 14, Range 25, in the City of Overland Park, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence S 2°07'41" E, along the West line of said Northwest Quarter, a distance of 1035.00 feet to the Point of Beginning; thence N 87°52'19" E, along the South right-of-way line of 161st Street, as now established, and its Westerly extension, a distance of 95.92 feet to a point of curvature; thence Easterly and Northeasterly along said South right-of-way line, on a curve to the left having a radius of 400.00 feet, a central angle of 21°56'35" and a length of 153.19 feet; thence Southerly along the West right-of-way line of Birch Street, as now established, on a curve to the left having a radius of 325.00 feet, a central angle of 7°08'36", an initial tangent bearing of S 28°54'35" E and a length of 40.52 feet; thence N 64°00'00" E, along the South line of Tract E, THE WILDERNESS SECOND PLAT, a platted subdivision in the City of Overland Park, Johnson County, Kansas, a distance of 172.95 feet; thence N 78°46'48" E, continuing along the South line of said Tract E, a distance of 174.32 feet; thence S 10°24'00" E, along the West line of Lot 90, THE WILDERNESS SECOND PLAT, a distance of 121.87 feet; thence S 34°24'00" E, along the Southwesterly line of said Lot 90, a distance of 32.45 feet; thence Southerly on a curve to the left having a radius of 50.00 feet, a central angle of 110°55'37", an initial tangent bearing of S 26°55'37" W and a length of 96.80 feet; thence S 6°00'00" W, along the Northwesterly line of Lot 91, THE WILDERNESS SECOND PLAT, a distance of 30.00 feet; thence S 23°00'00" E, along the Southwesterly line of said Lot 91, a distance of 92.79 feet; thence N 72°51'00" E, along the Southerly line of Lots 91 and 92, THE WILDERNESS SECOND PLAT, a distance of 94.80 feet; thence S 22°00'00" E, along the West line of Lot 94, THE WILDERNESS SECOND PLAT, a distance of 89.37 feet; thence S 34°00'00" E, along the West line of Lot 95, THE WILDERNESS SECOND PLAT, a distance of 89.50 feet; thence S 45°00'00" E, along the Southwesterly line of Lot 96, THE WILDERNESS SECOND PLAT, a distance of 87.74 feet; thence S 50°00'00" E, along the Southwesterly line of Lot 97, THE WILDERNESS SECOND PLAT, a distance of 105.28 feet; thence Southerly along the West right-of-way line of Rosewood Street, as established by THE WILDERNESS FIFTH PLAT, a platted subdivision in the City of Overland Park, Johnson County, Kansas, on a curve to the left having a radius of 475.00 feet, a central angle of 14°55'50", an initial tangent bearing of S 21°01'50" W and a length of 123.78 feet to a point of tangency; thence S 6°06'00" W, continuing along said West right-of-way line, a distance of 154.73 feet; thence Westerly along the North right-of-way line of 162nd Street, as now established, on a curve to the right having a radius of 280.00 feet, a central angle of 3°01'24", an initial tangent bearing of N 83°45'58" W and a length of 14.76 feet; thence S 9°14'26" W, a distance of 50.00 feet; thence Easterly along the South right-of-way line of said 162nd Street, on a curve to the left having a radius of 330.00 feet, a central angle of 3°08'25", an initial tangent bearing of S 80°45'34" E and a length of 18.09 feet to a point of tangency; thence S 83°54'00" E, continuing along said South right-of-way line, a distance of 21.79 feet; thence S 8°00'00" W, along the West line of Lot 264, THE WILDERNESS FIFTH PLAT, a distance of 126.89 feet; thence S 31°24'00" W, along the Northwesterly line of Lot 252, THE WILDERNESS FIFTH PLAT, a distance of 109.58 feet; thence S 4°38'00" E, along the West line of said Lot 252, a distance of 47.00 feet; thence Southwesterly on a curve to the left having a radius of 50.00 feet, a central angle of 23°48'59", an initial tangent bearing of S 51°14'32" W and a length of 20.78 feet; thence S 83°00'00" W, along the North line of Lot 251, THE WILDERNESS FIFTH PLAT, a distance of 45.00 feet; thence S 41°00'00" W, along the Westerly line of Lots 251 and 222, THE WILDERNESS FIFTH PLAT, a distance of 207.77 feet; thence S 14°00'00" W, along the Westerly line of said Lot 222, a distance of 110.42 feet; thence Westerly along the North right-of-way line of 163rd Street, as now established, on a curve to the right having a radius of 275.00 feet, a central angle of 10°06'22", an initial tangent bearing of N 76°00'00" W and a length of 48.51 feet; thence S 24°06'22" W, a distance of 50.00 feet; thence Easterly along the South right-of-way line of said 163rd Street, on a curve to the left having a radius of 325.00 feet, a central angle of 2°11'40", an initial tangent bearing of S 65°53'38" E and a length of 12.45 feet; thence S 17°30'00" W, along the West right-of-way line of Ash Street, as now established, a distance of 94.10 feet to a point of curvature; thence Southerly on a curve to the left having a radius of 400.00 feet, a central angle of 30°36'00" and a length of 213.63 feet to a point of tangency; thence S 13°06'00" E, continuing along said West right-of-way line, a distance of 53.53 feet; thence Westerly along the North right-of-way line of 163rd Terrace, as now established, on a curve to the left having a radius of 680.00 feet, a central angle of 0°17'35", an initial tangent bearing of S 74°47'35" W and a length of 3.48 feet; thence S 74°30'00" W, continuing along said North right-of-way line, a distance of 355.66 feet to a point of curvature; thence Westerly along said North right-of-way line on a curve to the right having a radius of 470.00 feet, a central angle of 13°20'03" and a length of 109.38 feet to a point of tangency; thence S 87°50'03" W, along said North right-of-way line and its Westerly extension, a distance of 100.00 feet to a point on the West line of the Southwest Quarter of aforementioned Section 16; thence N 2°09'57" W, along said West line, a distance of 255.55 feet to the West One-Quarter corner of said Section 16; thence N 2°07'41" W, along the West line of the Northwest Quarter of said Section 16, a distance of 1616.62 feet to the Point of Beginning and containing 32.827 acres, more or less.

-7-

EXHIBIT C

LEGAL DESCRIPTION  
OF  
PRIVATE PARKS

Tract C, THE WILDERNESS First Plat, a subdivision in Overland Park, Johnson County,  
Kansas

Tracts G and J, THE WILDERNESS Fifth Plat, a subdivision in Overland Park, Johnson County,  
Kansas

The following *tracts*:

See pages 9, 10 and 11

26712 / 53550  
SNWOO 151513

Exhibit B

Tract L

LEGAL DESCRIPTION

All that part of the Northwest quarter of Section 16, Township 14 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest quarter of said Section 16; thence S 2°07'41" E, along the West line of the Northwest quarter of said Section 16, a distance of 2394.84 feet; thence N 87°52'19" E, a distance of 594.88 feet to the Point of Beginning; thence N 26°30'00" E, a distance of 115.51 feet; thence N 51°00'00" E, a distance of 90.03 feet; thence N 18°00'00" E, a distance of 62.00 feet; thence Northerly along a curve to the left, said curve having a radius of 50.00 feet and an initial tangent bearing of N 63°42'09" E, an arc distance of 67.81 feet; thence N 76°00'00" E, a distance of 30.00 feet; thence N 45°00'00" E, a distance of 114.80 feet; thence N 9°00'00" E, a distance of 174.19 feet; thence Easterly along a curve to the left, said curve having a radius of 330.00 feet and an initial tangent bearing of S 79°51'35" E, an arc distance of 5.18 feet to an angle point on the Westerly plat line of The Wilderness Fifth Plat, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas, recorded in the office of the Register of Deeds, Johnson County, Kansas, in plat Book 111 at Page 19; thence along the Westerly plat line of said The Wilderness Fifth Plat the following 10 courses; thence continuing along said curve having a radius of 330.00 feet, an arc distance of 18.09 feet; thence S 83°54'00" E, a distance of 21.79 feet; thence S 9°00'00" W, a distance of 126.89 feet; thence S 31°24'00" W, a distance of 109.58 feet; thence S 4°36'00" E, a distance of 47.00 feet; thence Southwesterly along a curve to the left, said curve having a radius of 50.00 feet and an initial tangent bearing of S 51°14'32" W, an arc distance of 20.78 feet; thence S 83°00'00" W, a distance of 45.00 feet; thence S 41°00'00" W, a distance of 207.77 feet; thence S 14°00'00" W, a distance of 110.42; thence Northwesterly along a curve to the right, said curve having a radius of 275.00 feet and an initial tangent bearing of N 76°00'00" W, an arc distance of 59.05 feet to the Point of Beginning, containing 0.602 acres, more or less.

Exhibit B  
Tract M

LEGAL DESCRIPTION

All that part of the West one-half of Section 16, Township 14 South, Range 25 East, City of Overland Park, Johnson County Kansas; being more particularly described as follows:

Commencing at the West quarter corner of said Section 16; thence S 2°09'57" E, along the West line of the Southwest quarter of said Section 16, a distance of 255.55 feet to a point on the North right-of-way line of 163<sup>rd</sup> Terrace, according to Blue Valley Middle School No. 7, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas, recorded in plat book 91 at page 50, at the office of the Register of Deeds, Johnson County, Kansas; thence along said North right-of-way line for the next four courses; thence N 87°50'03" E, a distance of 60.00 feet to the Point of Beginning; thence continuing N 87°50'03" E, a distance of 40.00 feet; thence Northeasterly along a curve to left, said curve having a radius of 470.00 feet and being tangent to the last described line, an arc distance of 109.38 feet; thence N 74°30'00" E, a distance of 355.66 feet; thence Northeasterly along a curve to the right, said curve having a radius of 680.00 feet and being tangent to the last described line, an arc distance of 3.48 feet; thence N 13°06'00" W, a distance of 63.53 feet; thence Northeasterly along a curve to the right, said curve having a radius of 400.00 feet and being tangent to the last described line, an arc distance of 213.63 feet; thence N 17°30'00" E, a distance of 94.10 feet; thence Northwesterly along a curve to the right, said curve having a radius of 325.00 feet and an initial tangent bearing of N 68°05'18" W, an arc distance of 11.85 feet; thence S 24°00'00" W, a distance 121.57 feet; thence N 67°00'00" W, a distance of 90.38 feet; thence N 45°18'09" W, distance of 90.42 feet; thence N 37°00'00" W, a distance of 89.60 feet; thence N 33°00'00" W, distance of 76.90 feet; thence N 40°00'00" W, a distance of 224.90 feet; thence N 20°00'00" W, a distance of 233.63 feet; thence N 02°07'41" W, a distance of 110.56 feet; thence N 35°00'00" E, a distance of 118.26 feet; thence N 76°00'00" W, a distance of 74.31 feet; thence N 02°07'41" W, a distance of 135.98 feet; thence N 33°00'00" E, a distance of 50.03 feet; thence Northerly along a curve to the right, said curve having a radius of 50.00 feet and an initial tangent bearing of N 25°33'25" W, an arc distance of 44.12 feet; thence N 65°00'00" W, a distance of 33.89 feet; thence N 2°07'41" W, a distance of 220.33 feet; thence N 24°00'00" E, a distance of 72.71 feet; thence N 35°00'00" E, a distance of 94.53 feet; thence N 55°30'00" E, a distance of 102.96 feet; thence Northwesterly along a curve to the right, said curve having a radius of 325.00 feet and an initial tangent bearing of N 34°30'00" W, an arc distance of 31.71 feet; thence Westerly along a curve to the right, said curve having a radius of 400.00 feet and an initial tangent bearing of S 65°55'44" W, an arc distance of 153.19 feet; thence S 87°52'19" W, a distance of 35.92 feet; thence S 2°07'41" E, 60.00 feet East of and parallel to the West line of the Northwest quarter of said section 16, a distance of 1616.15 feet; thence S 2°09'57" E, 60.00 feet East of and parallel to the West line of the Southwest quarter of said section 16, a distance of 255.98 feet to the Point of Beginning, containing 7.329 acres, more or less.



Exhibit B  
Tract N

LEGAL DESCRIPTION

All that part of the Northwest quarter of Section 16, Township 14 South, Range 25 East, City of Overland Park, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southern most corner of Lot 97, The Wilderness Second Plat, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas, recorded at the office of the Register of Deeds, Johnson County, Kansas, in plat book 105 at page 41; thence along the Westerly plat lines of said The Wilderness Second Plat, the next eleven courses; thence N 50°00'00" W, a distance of 106.28 feet; thence N 45°00'00" W, a distance of 87.74 feet; thence N 34°00'00" W, a distance of 89.50 feet; thence N 22°00'00" W, a distance of 89.37 feet; thence S 72°51'00" W, a distance of 94.80 feet; thence N 23°00'00" W, a distance of 92.79 feet; thence N 6°00'00" E, a distance of 30.00 feet; thence Northwesterly, Northerly and Northeasterly along a curve to the right, said curve having a radius of 50.00 feet and an initial tangent bearing of N 84°00'00" W, an arc distance of 96.80 feet; thence N 34°24'00" W, a distance of 32.45 feet; thence N 10°24'00" W, a distance of 121.87 feet; thence S 78°46'48" W, a distance of 174.32 feet; thence S 42°00'00" E, a distance of 282.13 feet; thence S 29°00'00" E, a distance of 88.36 feet; thence S 19°00'00" E, a distance of 180.27 feet; thence S 42°00'00" E, a distance of 318.92 feet; thence S 72°00'00" E, a distance of 68.23 feet; thence N 6°06'00" E, a distance of 35.88 feet; thence Northerly along a curve to the right, said curve having a radius of 475.00 feet and being tangent to the last described line, an arc distance of 123.78 feet to the Point of Beginning, containing 2.259 acres, more or less.

Accom

MAY 03 2001

FIFTH AMENDMENT TO  
WILDERNESS HOMES ASSOCIATION DECLARATION

THIS FIFTH AMENDMENT TO THE WILDERNESS HOMES ASSOCIATION DECLARATION (the "Fifth Amendment") is made as of the 3<sup>rd</sup> day of May, 2001, by WILDERNESS DEVELOPERS, L.L.C. (the "Developer").

WHEREAS, THE WILDERNESS, a subdivision in the City of Overland Park, Johnson County, Kansas (the "Subdivision"), more accurately described on Exhibit A attached hereto and incorporated herein, is subject to certain restrictions set forth in that certain declaration entitled "The Wilderness Homes Association Declaration" recorded in the Office of the Register of Deeds of Johnson County, Kansas, on February 20, 1998, in Book 5469 at Page 959-968 (as previously amended and supplemented by the instruments listed on Exhibit B attached hereto, the "Declaration");

WHEREAS, the Developer desires to subject to the Declaration the land described on Exhibit C attached hereto and incorporated herein (the "Added Land"), all of which Added Land is owned by the Developer;

WHEREAS, the Declaration provides that it may be amended only upon recordation in Johnson County, Kansas, of an instrument duly executed and acknowledged;

WHEREAS, the Developer satisfies the Declaration's approval requirements for this amendment;

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. All capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.
2. The Added Land is hereby made subject to the Declaration with the same manner and with like effect as if the Added Land had been originally described in the Declaration and the Added Land had been originally subject to the restrictions contained therein.
3. Except as otherwise modified herein, the Declaration shall remain in full force and effect.
4. This Fifth Amendment shall be binding on the Developer's successors and assigns and shall run with the land.

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

2001 MAY -8 P 3:21

REBECCA L. DAVIS  
REGISTER OF DEEDS

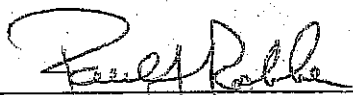
BOOK 7020 PAGE 959

IN WITNESS WHEREOF, the Developer has executed this Fifth Amendment effective as of the date first above written.

WILDERNESS DEVELOPERS, L.L.C.,  
a Kansas limited liability company

By: WOODSTONE VENTURES, L.L.C., a Kansas  
limited liability company, its Manager

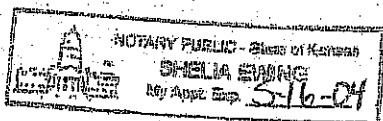
By: WOODSTONE, INC., a Kansas  
corporation, its Manager

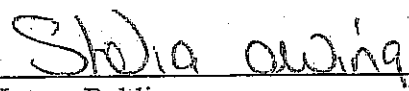
By:   
Paul J. Robben, President

STATE OF KANSAS            )  
                                      ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED that on this 3<sup>rd</sup> day of May, 2001, before me, a Notary Public in and for said county and state, personally appeared Paul J. Robben, President of Woodstone, Inc., a Kansas corporation, Manager of Woodstone Ventures, L.L.C., a Kansas limited liability company, Manager of Wilderness Developers, L.L.C., a Kansas limited liability company, who is personally known to me to be the person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed on behalf of such entities.

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



  
Notary Public

Print Name: Shelia Ewing

My Commission Expires:

5-16-04

EXHIBIT A

LEGAL DESCRIPTION: EXISTING LOTS

Lots 1 through 21 and 23 through 75, THE WILDERNESS First Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lots 76 through 159, THE WILDERNESS Second Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lot 22, THE WILDERNESS Third Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lots 160 and 161, THE WILDERNESS Fourth Plat, a subdivision in Overland Park, Johnson County, Kansas.

Lots 162 through 264, THE WILDERNESS Fifth Plat, a subdivision in Overland Park, Johnson County, Kansas.

EXHIBIT B

PRIOR AMENDMENTS AND SUPPLEMENTS  
TO DECLARATION

<u>Document Name</u>	<u>Instrument No.</u>	<u>Book</u>	<u>Page</u>
The Wilderness Homes Association Declaration	2734251	5469	959
First Amendment to Wilderness Homes Association Declaration	2905570	5916	166
Second Amendment to Wilderness Homes Association Declaration	2961146	6088	349
Third Amendment to Wilderness Homes Association Declaration	3076317	6435	563
Fourth Amendment to Wilderness Homes Association Declaration	3177557	6756	632
Supplement to The Wilderness Homes Association Declaration	3205018	6858	647

BOOK 7020 PAGE 962

LEGAL DESCRIPTION: ADDED LAND

Lots 265 through 343, THE WILDERNESS SEVENTH PLAT, a  
subdivision in Overland Park, Johnson County, Kansas.

26712 / 53550  
SNWOO 152413

BOOK 7020 PAGE 963