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THE WILDERNESS
HOMES ASSOCIATION
DECLARATION

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

1998 FEB 20 P 3: 57.8

24⁰⁰ 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 of 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
Paul J. Robben, President

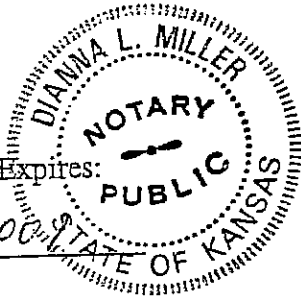
STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

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:

11/22/2000



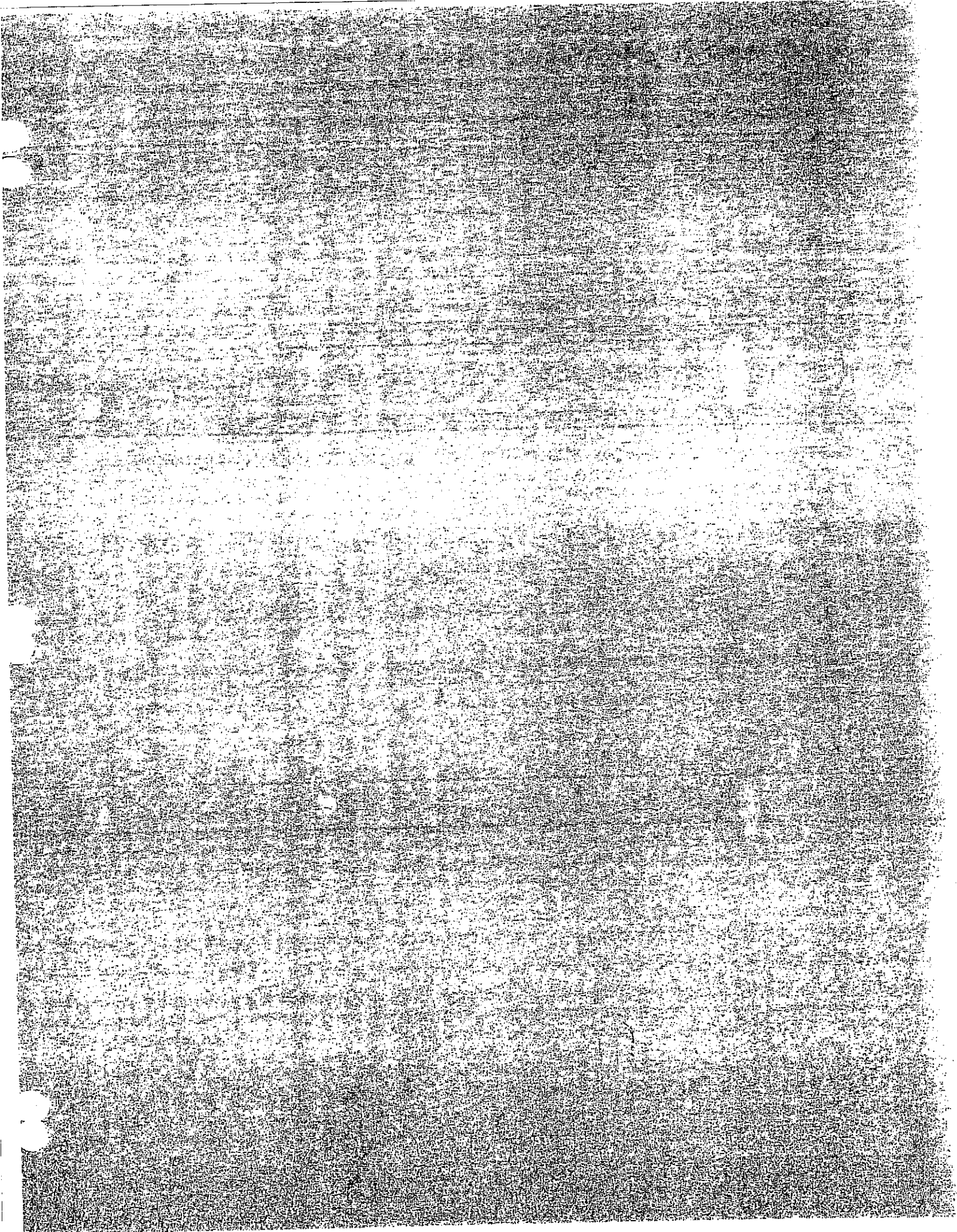
Dianna L Miller

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.



FIRST AMENDMENT TO
WILDERNESS HOMES ASSOCIATION DECLARATION

THIS FIRST AMENDMENT TO THE WILDERNESS HOMES ASSOCIATION DECLARATION (the "First Amendment") is made as of the 14 day of OCTOBER, 1998, 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 (the "Declaration");

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

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 party satisfies the Declaration's approval requirements.

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

1. Lots 1 through 22, First Plat, in the Subdivision, are hereinafter defined as "Maintenance Free Lots."

2. Subject to the terms set forth below in Paragraph 3 below, the Association shall (i) remove accumulated snow from the driveways on the Maintenance Free Lots, sidewalks on the Maintenance Free Lots adjoining the streets and corners of the residence front doors, and (ii) provide lawn care to the Maintenance Free Lots which shall include mowing, fertilizing, and spraying grass on the Maintenance Free Lots but shall not include the care of landscaping, shrubs, garden beds, or the maintenance of sprinkler systems. Pruning and spraying of trees on the Maintenance Free Lots shall be on a case-by-case basis, which shall be determined by the Association's Maintenance Committee (hereinafter defined).

3. The scope, necessity, frequency, manner and cost of snow and ice removal services provided to the Maintenance Free Lots shall be determined after consultation with the Grounds Maintenance Committee.

empowered to directly or indirectly provide the lawn care and snow removal services described herein, and to select any and all persons or companies the Association deems necessary or appropriate to provide such lawn care and snow removal services.

4. A Grounds Maintenance Committee shall be formed to advise and make recommendations to the Association about the necessity, scope, quality, frequency, and manner of lawn care and snow removal provided to the Maintenance Free Lots and to implement and oversee the Association's directives with regard to lawn care and snow removal. Any Owner concerns relating to snow removal or lawn care shall be directed to the Grounds Maintenance Committee or its designee. The Grounds Maintenance Committee shall consist of three (3) members. The Association's Board of Directors shall appoint two (2) members, and such appointed members may or may not own one or more Maintenance Free Lot. The remaining member (the "Owner Representative") shall be elected by a majority vote of the Owners of the Maintenance Free Lots. Each Maintenance Free Lot shall be entitled to one vote. The Owner Representative shall own one or more Maintenance Free Lot. Each person on the Ground's Maintenance Committee shall serve a term of two (2) years, except that the Owner Representative shall be immediately replaced if the Owner Representative no longer owns one or more Maintenance Free Lot. The Grounds Maintenance Committee shall meet on April 1 and October 1 of each year, and more frequently as they deem necessary. All decisions and actions of the Grounds Maintenance Committee shall be made by majority vote.

5. Each Owner of a Maintenance Free Lot (other than Developer) shall pay a Maintenance Assessment in addition to the Assessments described in Section 5 of the Declaration. The amount of the Maintenance Assessment shall be established by the Association after consultation with the Grounds Maintenance Committee, and shall be based upon bids from third-party service providers, historical expenditures for lawn care and snow removal services, and such other information deemed appropriate by the Association. The Maintenance Assessments shall be established on an annual basis on or before June 1st of each year (except for the period commencing on the date of this First Amendment and ending May 31, 1999, which Maintenance Assessments shall be established as of the date of this First Amendment). The Maintenance Assessments shall be paid in twelve monthly installments on the first day of each month commencing on the first day of the month following the conveyance of a Maintenance Free Lot from the Developer or builder to the Owner, and shall be adjusted monthly to reflect the number of Maintenance Free Lot Owners.

6. Failure of the Association to levy a Maintenance Assessment prior to June 1st of each year for the next succeeding fiscal year beginning on June 1st shall not invalidate any such Maintenance Assessment made for that particular year; nor shall failure to levy a Maintenance Assessment for any one year affect the right of the Association to do so for any subsequent year. When the Maintenance 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 Maintenance Assessment.

7. The terms and provisions set forth in Section 6 of the Declaration shall govern the Association's and the Owners' respective rights and obligations in the event an Owner fails to pay the Maintenance Assessment and the establishment of the liens therefor.

8. This First Amendment hereby establishes an easement on the Maintenance Free Lots in favor of the Developer, the Association, their agents, representatives, employees, and contractors for the purpose of entering the Maintenance Free Lots to provide the snow removal and lawn care described herein.

9. To the fullest extent permitted by law, neither Developer, the Association, the Grounds Maintenance Committee, nor any officer, director, or member (collectively, the "Releasee") thereof shall be liable to any Owner or any Association member, any invitee of any Owner or Association member or anyone claiming by, through, or under any Owner or Association member for any injury, damage, loss, liability, claim, or expense suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith and which Releasee reasonably believed to be within the scope of its duties.

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

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

12. This First 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 First 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

HAYES BROS. CONSTRUCTION CO., a Missouri
Corporation

By: Ron Hayes Pres.
Ron Hayes, President

1400
STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

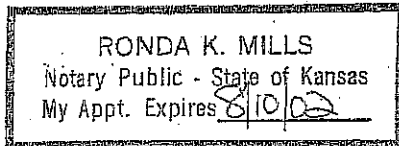
1998 NOV -3 P4: 26.1

SARA F. ULLMANN
REGISTER OF DEEDS

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 14th day of October A.D., 19 98, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came PAUL J. ROBBEN, President of the WOODSTONE, INC., MEMBER OF WOODSTONE VENTURES, L.L.C., MEMBER OF WILDERNESS DEVELOPERS, L.L.C. a corporation duly organized, incorporated and existing under and by virtue of the laws of KANSAS and Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



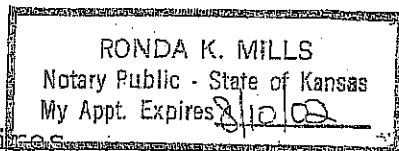
Ronda K. Mills
Notary Public

My commission expires _____

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 14th day of October A.D., 19 98, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RON HAYES, President of the HAYES BROS. CONSTRUCTION CO., a corporation duly organized, incorporated and existing under and by virtue of the laws of MISSOURI and Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Ronda K. Mills
Notary Public

My commission expires _____

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.

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

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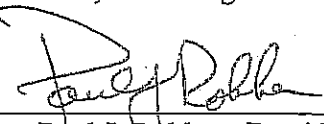
SARA E. ULLMANN
REGISTER OF DEEDS

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

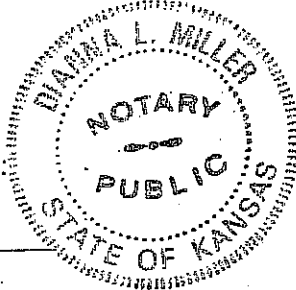
STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 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.

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.

1400
THIRD AMENDMENT TO
WILDERNESS HOMES ASSOCIATION DECLARATION

THIS THIRD AMENDMENT TO THE WILDERNESS HOMES ASSOCIATION DECLARATION (the "Third Amendment") is made as of this 26th 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.

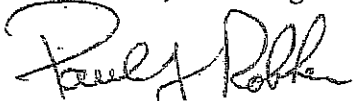
5. This Third Amendment shall be binding on the undersigned's successors and assigns and shall run with the land.

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

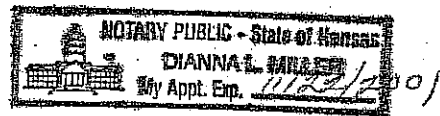


EXHIBIT A

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

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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 2nd 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:

11/28/2001

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 R

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

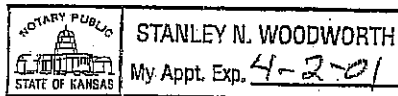
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 6th 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

426.00
2001 FEB 12 A 8:52 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 123.76 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°48'58" W and a length of 14.78 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°08'28", 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 254, 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°36'00" 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 63.53 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 580.00 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.

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 163rd 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.

10

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.

This instrument filed by
Security Land Title Company

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 3rd 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
FILED FOR RECORD

2001 MAY -8 P 3:21 P

REBECCA L. DAVIS
REGISTER OF DEEDS

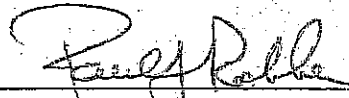
BOOK 7020 PAGE 959

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

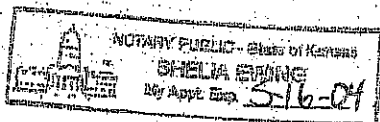
By: WOODSTONE, INC., a Kansas
corporation, its Manager

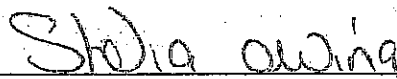
By: 
Paul J. Robben, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 3rd 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