
Wilshire

at 132nd & Mission Road, Leawood

Id America Title
Company, Inc.

2078859✓

ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS 155
COUNTY OF JOHNSON
FILED FOR RECORD

DECLARATION OF RESTRICTIONS
TO
WILSHIRE
(the "Restrictions")

91 DEC 30 P 2:15.7

44⁰⁰ SARA FULLMANN
REGISTER OF DEEDS

WHEREAS, WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability Company, (herein referred to as "Developer") is the Owner of WILSHIRE, a subdivision in the City of Leawood, Johnson County, Kansas, the plat for which was recorded in the Office of the Register of Deeds of Johnson County, Kansas on November 15, 1991, in Book 80 of Plats at Page 3; and

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

WHEREAS, said Developer now desires to place certain restrictions on the following described land, to-wit:

Lots 1 through 48, inclusive, Plat of Wilshire, a subdivision of land in the City of Leawood, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, said Developer now desires to designate the following described land as "Common Area", as such phrase is defined in that certain Homes Association Declaration to Wilshire of even date herewith (the "Declaration") and herein, to-wit:

Tract "A", Tract "B" and Tract "C", Plat of Wilshire, a subdivision of land in the City of Leawood, Johnson County, Kansas, according to the recorded plat thereof.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, and assigns, and for its future grantees, hereby agrees that all of the Lots shown on the above described plat shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

SECTION 1. DEFINITION OF TERMS USED

For the purpose of these Restrictions, the following words and phrases shall have the following meanings:

(A) Developer. "Developer" shall mean Wilshire Venture, L.L.C., a Kansas Limited Liability Company.

(B) Street. "Street" shall mean any Street, road, drive or avenue of whatever name, as shown on said plat of Wilshire.

(C) Outbuilding. "Outbuilding" shall mean an enclosed, covered structure upon a Lot, separate from and not directly attached to the residence constructed upon that same Lot.

(D) Lot. "Lot" may mean either any Lot as platted, or any parcel or parcels of land as conveyed, which may consist of one or more Lots, or part or parts of one or more Lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer, or from its successors and assigns.

(E) Corner Lot. "Corner Lot" shall be deemed to be any Lot as platted, or any parcel of land as conveyed, having more than one Street contiguous to it.

(F) Front Street. "Front Street" shall mean the Street upon which any Lot or part thereof fronts.

(G) Side Street. "Side Street" shall mean any Street other than a Front Street contiguous to any such Lot.

(H) Tract. "Tract" shall mean any parcel as platted which is designated in said plat or by separate document as such and which is, by said plat or document, further designated as "Common Area", as such phrase is defined in the Declaration.

(I) Owner. "Owner" shall mean and refer to the fee simple Owner of any Lot.

(J) Enclosed Floor Area. "Enclosed Floor Area" shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas of the first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

(K) Restrictions. "Restrictions" shall mean and refer to the rights, reservations and limitations as to use of the Lots within the subdivision as expressed herein, or as may be modified by amendments or additions thereto.

(L) Common Area. "Common Area" shall mean and refer to such land as may be designated as such on the plat of Wilshire or which may hereafter be designated as such on subsequent plats of Wilshire or which may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas.

(M) Mobile Home. "Mobile Home" shall mean any transportable structure built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation, containing plumbing, heating, air conditioning and electrical systems and not subject to federal construction standards.

(N) Manufactured Home. "Manufactured Home" shall mean any transportable structure built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation, containing plumbing, heating, air conditioning and electrical systems, and subject to federal Manufactured Home construction and safety standards established pursuant to 42 U.S.C. § 5403.

(O) Residential Design Manufactured Home. "Residential Design Manufactured Home" shall mean any Manufactured Home on a permanent foundation, which has (a) minimum dimensions of 22 body feet in width, (B) a pitched roof, and (c) siding and roofing material customarily used on site-built homes.

(P) Modular Home. "Modular Home" shall mean any transportable, one-piece structure, not built on a permanent chassis, but designed to be placed on a permanent foundation, containing plumbing, heating, air conditioning and electrical systems and constructed in accordance with a nationally recognized building code.

SECTION 2. PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in the above described Lots hereby restricted 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 the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on November 1, 2016, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 3. USE OF LAND

None of the Lots hereby restricted 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 hereby restricted shall be designed for occupancy by a single family. No business Outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, provided always, however, that the Developer reserves the right, for so long as the Developer owns any Lot or Tract

within Wilshire, to maintain a residential real estate sales office upon any of the Lots or Tracts for the purpose of promoting, advertising for sale, showing, and selling Lots, either improved or unimproved, within Wilshire.

SECTION 4. REQUIRED HEIGHT OF RESIDENCES

Any residence erected on any of the Lots hereby restricted shall not be more than two and one-half (2-1/2) stories (including a walkout if applicable) in height, provided, however, that a residence more than two and one-half (2-1/2) stories in height may be erected thereon with the consent in writing of the Developer.

SECTION 5. FRONTAGE OF RESIDENCES ON STREETS

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

(B) Exceptions. It is provided however, that if any part less than the whole of any Corner Lot is acquired by the Owner of an inside Lot contiguous to said Corner Lot, then, as to the part 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 the 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, and said part 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) Setbacks. No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the Lots hereby restricted, nearer to the Front Street or the Side Street than is the front building or the side building line shown on said plat of Wilshire, on the Lot or Lots on which such residence may be erected, provided, however that the Developer shall have, and does hereby reserve the right in the sale and conveyance of any of said Lots, to change any building line shown thereon upon compliance with the requirements of the City of Leawood, Kansas, and may at any time with the consent in writing of the then record Owners of the fee simple title to any such Lot, change any such building line which is shown on said plat, on any such Lot or Lots, or which may in such sale and conveyance be established by it; provided, however, that no fences or walls in any event more than two (2) feet high may be erected nearer the Front Street than the front building line of the house as erected, nor nearer the Side Street than the nearest building line of the

residence as erected. Reference is made herein to the building lines for the purpose of determining the location of any residence with reference to the adjoining Street, and in case of the relocation of any of said Streets, changes may be made in any of said building lines provided that such building lines shall in no way be established nearer to the new location of any of said Streets than are the building lines on said plat with reference to the present location of said Street, and provided further, that the Developer shall have the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, upon compliance with the requirements of the City of Leawood, Kansas.

(B) Projections. Those parts of the residence which may project to the front of and be nearer to the building line than the building lines shown on said plat, and the distance which each may project are as follows:

(1) Window Projections: Bay, bow, or oriel, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet.

(2) Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed three (3) feet.

(3) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet.

(4) Cantilever Projections: Upper stories on any residence may not project beyond the building lines.

SECTION 7. REQUIRED SIZE OF RESIDENCE

(A) Minimum Sizes. Any residence erected on any Lot in Wilshire shall contain a minimum of 1,700 square feet of "Enclosed Floor Area" in respect to one-story homes and any residence one and one-half (1-1/2) stories or two (2) stories in height erected on any of said Lots, shall contain a minimum of 2,400 square feet of such "Enclosed Floor Area".

(B) Prohibited Styles. Absent special lot conditions limiting construction style, no residential building designed as a "ranch with basement garage" or a "side-by-side split level" residential building shall be constructed on any Lot. The Developer, Architectural Control Committee or the Homes Association, whichever may be the case, shall not be liable for any discretionary approval, disapproval or failure to approve any

matter submitted for their or its approval as required by the provisions of these Restrictions or the Declaration. The Developer reserves the absolute and incontestable right to determine whether special lot conditions limiting construction style exist, and whether any bi-level residence violates the meaning of this provision and further whether the Enclosed Floor Area of any bi-level residence (as distinguished from traditional one and one-half (1-1/2) or two (2) story residences) meets the minimum requirements provided for hereunder, and such determination shall be final. The Developer hereby also reserves the right to reduce any of the Enclosed Floor Area requirements set forth above.

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 exclusive of all other projections set forth in Section 6, erected or maintained on any of the Lots hereby restricted or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than eighty percent (80%) of the width of the Lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat, and shall meet all requirements that may exist by virtue of ordinances imposed by the City of Leawood, Kansas, or as established by the Developer in the conveyance of any Lot, or on such front building line produced to the side lines of the Lots, whichever line is of greater length, without the approval in writing of the Developer.

SECTION 9. RIGHT TO APPROVE PLANS

(A) Architectural Control Committee. No building shall be erected, placed or altered on any Lot or Tract in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee which is initially composed of the following members:

Leo Ashner	--	9300 W. 110th Street, Suite 225, Overland Park, Kansas 66210
Timothy Ashner	--	9300 W. 110th Street, Suite 225, Overland Park, Kansas 66210
Jeffrey Ashner	--	9300 W. 110th Street, Suite 225, Overland Park, Kansas 66210
Wm. Galbreath	--	P.O. Box 7843 Overland Park, Kansas 66207

(B) Request for Approval. Upon any such request for approval, the party requesting such approval shall submit simultaneously with said request three (3) copies of each of the following documentation:

(1) Exterior elevations delineating front elevation, back elevation, and both side elevations.

(2) Site plan of the residence as it will sit on the Lot.

(3) All floor plan(s), including a foundation plan.

(4) A list of all exterior materials to be used which will include roof, masonry, siding and windows.

(5) Ten (10) days prior to commencement of exterior painting, a schedule of exterior colors to be used.

(6) Ten (10) days prior to commencement of any planting, a landscape plan showing proposed planting for the yard.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be signed by the party requesting its approval. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said residence or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

(C) Dismissal, Death or Resignation. Any member of the Committee may be dismissed from said Committee provided that a three-fourths (3/4) majority of the above-named members other than the member whose dismissal is the subject of the vote, vote for such dismissal. In the event of the death or resignation of any member of said Committee, the remaining member, or members, shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority, and to designate a successor. Neither the members of such Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record Owners of one hundred percent (100%) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(D) Location of Improvements on Lots. Anything in these Restrictions to the contrary notwithstanding, the Developer, its successors and assigns, shall have, and do hereby reserve, the right to determine the location of all buildings upon the respective Lot or Lots, except as it may be restricted in the making of such determination by governing city ordinances, the provisions of Sections 6 and 8 herein, and the relation of the top of the foundation thereof to the Street level.

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 roadways, shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the Street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the Street lines, or in the case of a rounded property corner, from the intersection of the Street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of the Street property line 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 such sight lines.

SECTION 11. MOBILE HOMES, MANUFACTURED HOMES, RESIDENTIAL DESIGN MANUFACTURED HOMES AND MODULAR HOMES PROHIBITED

No Mobile Homes, Manufactured Homes, Residential Design Manufactured Homes or Modular Homes, as herein defined, shall be allowed to be erected on any of the Lots herein restricted.

SECTION 12. REQUIRED BUILDING MATERIALS

(A) Required Materials. Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, masonite lap siding, plate glass, stucco or a combination thereof. Woodsman siding or 1" x 4" batten strips with masonite board will only be permitted upon a home within Wilshire when specifically approved in advance in writing by the Architectural Control Committee. The Developer will provide drawings showing pre-approved applications of such Woodsman siding or batten strips with masonite board products. Manufactured stone and lava rock for exterior walls is prohibited. Windows, doors and louvers shall be of wood or colored metal and glass. Windows shall be either thermal pane casement, thermal plane double hung or single glaze double hung with storms. Roofs shall be covered with wood shingles, wood shakes (medium or heavier, handsplit) slate or tile. All exterior flues (being those flues outside the building sidewalls) must be masonry, including stucco, brick or stone. Wood flues may be utilized within the building sidewalls when approved in writing by the Architectural

Control Committee. No zero clearance fireplace flue tops not conforming to Developer's drawings showing pre-approved installations of such zero clearance fireplace flue tops are to be erected or installed upon any home located within Wilshire without the written approval of the Architectural Control Committee. Any building products or construction methods which may come into general usage for dwelling construction after the date of these Restrictions shall be acceptable if approved in writing by the Architectural Control Committee. All wood and masonite exteriors, except roofs, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Architectural Control Committee. Further, all exterior color schemes of the residence must be approved in writing by the Architectural Control Committee. Any areas of exposed foundation in excess of twelve (12) inches 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 said foundation. All guttering must be painted and/or pre-finished. Exterior decks may remain in an unfinished, raw wood condition, or may be painted or stained to coordinate with the exterior of the residence. Plans for exterior decks, including colors of paint or stain must be approved in writing by the Architectural Control Committee.

SECTION 13. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

(A) Commencement of Construction. Construction of the residential building on a Lot shall be commenced within one hundred eighty (180) days following the date of delivery of a Warranty Deed from Developer to the purchaser of such Lot. In the event such construction is not commenced within such one hundred eighty (180) day period, Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by such Owner.

(B) Unfinished or Incomplete Construction or Finishing. No excavation, foundations, footings, building or any other form of improvement on any Lot shall be permitted to remain in an unfinished condition for longer than one (1) year after commencement of construction, unless, prior to expiration of same, an extension of such one (1) year period has been, at the absolute discretion of said Architectural Control Committee, approved in writing by the Architectural Control Committee upon Owner's submission to such Architectural Control Committee of a written application for such extension wherein Owner has demonstrated to the satisfaction of the Architectural Control Committee why such construction cannot be completed within such time period. In the event of fire, windstorm, or other damages, no building on any Lot shall be permitted to remain in damaged condition longer than three (3) months. Any Owner of a structure in violation of this section

may, in the discretion of the Architectural Control Committee, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for every day the violation continues.

(C) Liens. 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. Said fines shall be due thirty (30) days from the date of notification of the then record Owner of any Lot upon which the violation occurs, and if not paid within said thirty (30) day period, 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 the Association in any court in Johnson County, Kansas, having jurisdiction of suit for the enforcement of such liens.

SECTION 14. LANDSCAPING AND LAWNS

(A) Standards and Time for Completion. During and prior to the completion of construction of each residential building, the Owner shall landscape the Lot to the same standards as that generally prevailing throughout Wilshire and similar subdivisions in the area. 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 or shall be planted with zoysia strips no more than twelve (12) inches apart, or six (6) inches apart if zoysia plugs, except in such areas designated by Developer to be left as natural area, and each Lot shall be fully and completely landscaped pursuant to the landscape plan herein provided for in Section 9 hereof. The Owner of each Lot at all times shall keep his lawn, including areas between his residence and any adjacent Street, fully sodded, or planted with zoysia strips or plugs, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches. Further, at the time of construction of each residential building, the builder of each residence shall plant, if not already present, two (2) trees from Developer's approved list having at least a two (2) inch trunk diameter in the front yard of each residence. The Owner will maintain said trees and replace same if necessary.

(B) Lots Requiring Automatic Sprinklers. Each Lot bordering 132nd Street, as specifically identified by the Developer, shall have installed upon it, in the portion of such Lot adjoining 132nd Street as such portion is determined by the Developer, an underground sprinkler system adequate to insure sufficient moisture levels during warm weather months to prevent grass "burn-out" or destruction. Owners of such Lots are hereby obligated to use the

sprinkler systems installed upon such Lots to assure the harmonious appearance of the Lots abutting 132nd Street.

SECTION 15. LANDSCAPING EASEMENT(S)

Developer retains a right-of-way across those aforementioned segments of real property specifically delineated on the Plat of Wilshire as "Landscape Easement" or "L/E" for the purpose of allowing Developer the right to enter, construct and maintain poles, wires, anchors, pipes, sewer drains, conduits, surface drainage facilities, and sidewalks, and further to mow grass, trim shrubbery, install, maintain or operate sprinkler systems, and/or to undertake any and all necessary work associated with maintaining the appearance of the same. Any mowing, trimming or landscaping work or maintenance of the sprinkler systems shall be undertaken by Developer at cost to the persons and/or corporations acquiring any interest in any Lot in Wilshire.

SECTION 16. OUTBUILDING(S) PROHIBITED

No Outbuilding(s) may be erected on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee.

SECTION 17. FENCES AND WALLS

No fence or wall shall be erected, constructed, planted or maintained upon any of the Lots hereby restricted unless such fence is either a Colony picture frame fence, a wrought iron fence or some combination thereof. Further, any such fence must be, when surrounding a Lot containing a swimming pool or hot tub, no more than six (6) feet high, and when no swimming pool or hot tub exists, no more than four (4) feet high. When special Lot conditions exist, the Architectural Control Committee shall have the right to determine whether any homeowner may erect a fence upon any Lot not containing a swimming pool or hot tub in excess of the 4 foot height restriction above described. Developer will provide drawings showing pre-approved fencing styles. In any event, any fences constructed upon any Lot herein restricted must be approved, in writing, by the Architectural Control Committee. Said Architectural Control Committee shall have complete discretion with regard to such approval, provided however that said Architectural Control Committee shall not approve any fence or wall that violates Section 8 hereof or any ordinance of the City of Leawood, Kansas, which regulates the construction and maintenance of fences and walls on residential property in the City of Leawood, Kansas. Fences constructed on sloped Lots must be "stair-stepped" to conform to the slope of the Lot. The Developer encourages the Owner to paint all posts and perimeter railing of fences to conform with the color scheme of the home, except wrought iron fences, which may be painted black. On the Street side of a Corner Lot, no fence can extend beyond the width of the residence nor may attach

to anything other than the rear corner of the residence. In no event will any chain link fences or dog runs be erected, placed or maintained upon any of the Lots hereby restricted. Under no circumstance will a fence be permitted on any Lot bordering 132nd Street, unless approved in writing by the Architectural Control Committee. Fences will be permitted to be erected on Lots abutting Mission Road and Roe Avenue, but only within the area on the "inside" of those areas described on the Plat of Wilshire as "Landscape Easement" or "L/E". For purposes of this paragraph, "inside" shall mean the area between the easement area and the residence.

SECTION 18. ABOVE GROUND SWIMMING POOLS PROHIBITED

No above ground swimming pool may be maintained upon any of the Lots hereby restricted.

SECTION 19. BASKETBALL GOAL RESTRICTION

No basketball goal of any kind shall be mounted or installed so as to attach to any residence constructed in the District. Free-standing basketball goals may be erected upon any Lot if the location and materials thereof have been submitted to and approved in writing by the Architectural Control Committee, if part of the original construction of the residence, or by the Wilshire Homes Association, if constructed after the residential structure is complete. Violation of this provision will result in the removal of said basketball goal at the cost of the land Owner.

SECTION 20. OIL TANKS PROHIBITED

No tank for the storage of fuel may be maintained above the surface of the ground on any of the Lots hereby restricted, without the consent in writing of the Architectural Control Committee.

SECTION 21. OUTSIDE ANTENNAS PROHIBITED

No radio or television antennas (including dishes or disks designed for satellite reception) may be kept or maintained on any of the Lots hereby restricted except within the confines of a dwelling unit erected thereon.

SECTION 22. RESTRICTIONS ON MAINTAINING PETS

No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee, except that no more than two (2) dogs, two (2) cats, two (2) rabbits, or two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two (2) may be kept on any such Lots without such consent.

SECTION 23. BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot or Tract as sold and conveyed, said advertising board to be provided by Developer, and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or Tract upon which they are erected; and provided further, that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by the 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 said subdivision. Developer shall have the right to erect and maintain subdivision signs in accordance with size requirements imposed by the City of Leawood, Kansas.

SECTION 24. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.

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

(B) Vehicle(s) Prohibited. 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 of the Lots hereby restricted, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the Lots hereby restricted and permitted under other provisions of these Restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles but not including a pick-up truck with camper, in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the Lots hereby restricted. No automobile may be parked or stored upon any Street adjoining any Lot within the District.

SECTION 25. MAILBOX REQUIRED

Mailboxes for each residence will be installed by the United States Postal Service in accordance with specific design and size regulations imposed by such agency at specific areas within the Wilshire subdivision. No residence upon any of the Lots hereby restricted shall have a separately constructed mailbox or stand.

SECTION 26. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of Wilshire.

SECTION 27. DURATION OF RESTRICTIONS

Each of the Restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until November 1, 2016, and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that the Owners of the fee simple title to more than fifty percent (50%) of the front feet of all of the Lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on November 1, 2016 or at the end of any successive ten (10) 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 Recorder of Deeds of Johnson County, Kansas, prior to November 1, 2016 or at least ten (10) days prior to the expiration of any successive ten (10) year period after November 1, 2016.

SECTION 28. RIGHT TO ENFORCE

The Restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Owner of the Lots hereby restricted, and with its successors and assigns, and with each of them, to conform to and observe said Restrictions as to the use of said Lots and the construction of improvements thereon, but no Restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and the Developer, its successors and assigns, and also the Owner or Owners of any of the Lots hereby restricted 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, the Restrictions above set forth, in addition to ordinary legal actions for damages, and failure of the Developer, its successors or assigns, or any Owner or Owners of any Lot or Lots hereby restricted to enforce any of the Restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter. The 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 restricted hereby, 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 said Lots, and upon such assignment or conveyance being made,

its assigns 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 29. DESIGNATION OF COMMON AREA

Developer hereby designates the following described real estate as "Common Area", as that phrase is herein defined:

Tract "A", Tract "B", and Tract "C", Plat of Wilshire, a subdivision of land in the City of Leawood, Johnson County, Kansas, according to the recorded plat thereof.

SECTION 30. ADDITION OF OTHER LAND

The 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 subject 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 subject to the provisions hereof.

SECTION 31. MAINTENANCE OF LOT

Each Owner agrees, by acceptance of a deed to property hereby restricted, to maintain said property and all improvements thereupon including, without limitation, the cutting, trimming of all lawn areas and necessary care and maintenance of all plantings upon said property.

SECTION 32. TERMS AND PROVISIONS OF BUILDER'S REAL ESTATE CONTRACT

If any Lot hereby restricted is deeded at any time prior to issuance of the first Certificate of Occupancy for the improvements (whether not yet commenced, or commenced but only partially completed) thereupon, the person(s) to whom such property is conveyed (for purposes of this Section 32, said person hereinafter referred to as the "Buyer") shall be taken to hold and agree that such conveyance is made upon the condition that, and in consideration of, said Buyer's agreement to comply with and perform the following covenants and conditions contained in the standard "Builder's Real Estate Contract for Wilshire":

(A) Insurance. Buyer agrees, on the date of closing, to provide to Developer a Certificate of Insurance evidencing workers compensation and liability insurance required to be maintained by Buyer, such liability insurance to be no less than \$300,000 single-limit and to include products and/or completed operations.

(B) Manholes. It is understood and agreed that Buyer is responsible to check all manholes on Lot or Lots purchased and notify Developer in writing at 9300 W. 110th Street, Suite 225, Overland Park, Kansas 66210, of any damage needing correction prior to Lot closing. Developer will not be responsible for unreported manhole damage.

(C) Developer's Option to Repurchase. For Ten Dollars (\$10.00) and other valuable consideration, to it in hand paid and receipt of which is hereby acknowledged, Buyer does hereby sell, assign, transfer and set over to the Developer herein an option to repurchase the Lot(s) at the purchase price recited in Paragraph 1 of the Builder's Real Estate Contract for Wilshire between Buyer and Buyer's predecessor in title, plus any "direct costs", as herein defined (the "Purchase Price"), the exercise of which such option is conditioned upon, and only upon the Buyer's failure: (a) to have commenced construction of a single family residence upon the Lot(s) conveyed within one hundred eighty (180) days from the date of delivery of the deed; or (b) to have completed construction of a single family residence complying in all respects with the Restrictions filed against said Lot(s) and with all applicable laws and ordinances on or before one (1) year from the date of commencement of construction of such single family residence, unless, prior to expiration of same, an extension of such one (1) year period has been, at the absolute discretion of said Architectural Control Committee, approved in writing by the Architectural Control Committee upon Buyer's submission to such Architectural Control Committee of a written application for such extension wherein Buyer has demonstrated to the satisfaction of the Architectural Control Committee why such construction cannot be completed within such time period.

The option to repurchase herein conveyed may be exercised by the Developer at any time upon or after the occurrence of either condition recited herein by the Developer giving written notice of its election to exercise said option and Buyer agrees upon receipt of any such notice to, within ten (10) days from receipt of such notice, convey the Lot(s) to the Developer for a sum equal to the Purchase Price. Should there be at the time that Developer elects to exercise the option herein granted, partially completed improvements upon the property, Developer shall reimburse Buyer for Buyer's "direct costs" incurred in erecting same. The term "direct costs" shall be interpreted to include such items as direct

costs for material and/or labor consumed upon the real estate and other items incurred by the Buyer directly in connection with the construction or partial construction of such improvements, but shall not be interpreted to include reimbursement for taxes or interest paid or incurred by Buyer, or indirect costs such as overhead and other costs that are attributable to but not directly expended toward the aforesaid construction.

(D) Sidewalks. Buyer agrees that in the event the City of Leawood, Kansas or any other governmental body having jurisdiction over the real estate herein conveyed requires that sidewalks be installed upon such property, that said Buyer will install said sidewalks in accordance with the requirements of said governmental body at Buyer's sole cost and expense.

(E) Indemnification. During the period of construction of improvements upon any Lot, Buyer herein shall indemnify and save Developer harmless from any and all claims brought by any persons or entities existing or arising out of the construction of a residence upon any Lot within Wilshire, for warranty claims of a subsequent purchaser of the residence from the Buyer, and for Buyer's "callbacks" on any completed residence.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 23 day of December, 1991.

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Leo E. Ashner, President

By: Timothy Ashner, Inc.,
Member

By: 
Timothy B. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: *JE*
Jeffrey E. Ashner, President

By: Galbreath, Inc.,
Member

By: *William L. Galbreath*
William L. Galbreath,
President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as Member/Manager of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

GEORGIA ANN CARTER
Notary Public - State of Kansas
Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

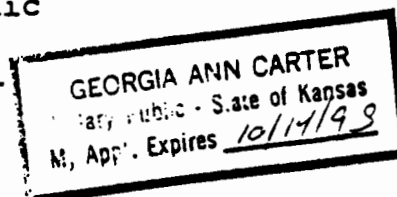
On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter

Notary Public

My Commission Expires: 10/14/95



2243759

DECLARATION OF RESTRICTIONS
TO
WILSHIRE

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

16⁰⁰ 93 MAY -5 P 3:49.0

SARA FULLMANN
REGISTER OF DEEDS

THIS DECLARATION, is made this 5th day of May, 1993, by WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability Company, (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, by a Declaration of Restrictions to Wilshire dated December 23, 1991, and recorded in the office of the Register of Deeds of Johnson County, Kansas, on December 30, 1991, as Document No. 2078859, in Volume 3485, at Page 240, (the "Declaration"), and by a Declaration of Restrictions to Wilshire dated February 19, 1992, and recorded in the office of the Register of Deeds of Johnson County, Kansas on February 20, 1992, as Document No. 2094910, in Volume 3524, at Page 654, and by a Declaration of Restrictions to Wilshire dated June 29, 1992, and recorded in the office of the Register of Deeds of Johnson County, Kansas on July 10, 1992, as Document No. 2142497, in Volume 3648, at Page 598, Developer herein caused certain tracts of land which are particularly described in said restrictions to be bound by certain restrictions contained within the Declaration; and

WHEREAS, by the provisions of said Declaration, and particularly by Section 30 thereof, said Developer herein reserved the right from time to time to add such other land as it then owned or might thereafter acquire or approve for addition to said district to the operation of said Declaration or any future modification thereof; and

WHEREAS, Developer herein is the owner of the following described real estate, to-wit:

Lots 94 through 161, inclusive, Plat of Wilshire Third Plat, a Subdivision in the City of Leawood, Johnson County, Kansas, which such plat was recorded in the office of the Register of Deeds of Johnson County, Kansas on May 4, 1993, as Document #2242800, in Book 84, at Page 1;

WHEREAS, Developer herein now desires to add the real estate hereinbefore described to the operation of all of the terms and provisions of the aforesaid Declaration and to subject said land to the operation of the aforesaid Declaration.

NOW, THEREFORE, Developer herein, by virtue of the rights heretofore reserved by it and referred to above, does hereby declare that all of the following described real estate, to-wit:

Lots 94 through 161, inclusive, Plat of Wilshire Third Plat, a Subdivision in the City of Leawood, Johnson County, Kansas, and legally described on Exhibit "A" attached hereto,

shall be, and the same is hereby made subject to all of the terms and provisions of the aforesaid Declaration of Restrictions to Wilshire, dated December 23, 1991 and recorded in the office of the Register of Deeds of Johnson County, Kansas on December 30, 1991, as Document No. 2078859, in Volume 3485, at Page 240, and that certain Declaration of Restrictions to Wilshire dated February 19, 1992, and recorded in the office of the Register of Deeds of Johnson County, Kansas on February 20, 1992, as Document No. 2094910, in Volume 3524, at Page 654, and that certain Declaration of Restrictions to Wilshire dated June 29, 1992, and recorded in the office of the Register of Deeds of Johnson County, Kansas on July 10, 1992, as Document No. 2142497, in Volume 3648, at Page 598, in the same way and manner and with like effect and for the same period or extended periods of time as though all of said real estate had been described in said original Declaration of Restrictions to Wilshire and subjected to the provisions thereof.

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

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Leo E. Ashner, President

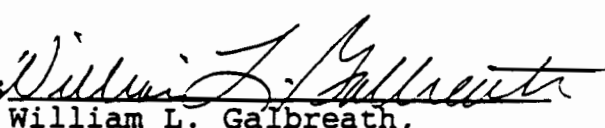
By: Timothy Ashner, Inc.,
Member

By: 
Timothy B. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: 
Jeffrey E. Ashner, President

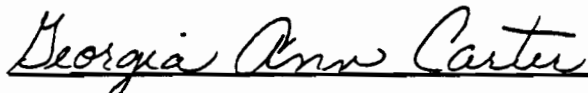
By: Galbreath, Inc.,
Member

By: 
William L. Galbreath,
President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 25th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as Member/Manager of Wilshire Venture, L.L.C., and such person 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.


Notary Public

My Commission Expires: _____

3

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 30th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 30th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER 4
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 25th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Notary Public

My Commission Expires:

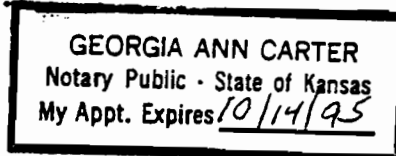


EXHIBIT "A"

Part of the North One-Half of the Southeast One-Quarter of Section 28, Township 13 South, Range 25 East in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest Corner of the above-described Southeast One-Quarter; thence North 89°55'34" East along the North line thereof and along the South line of "The Woodlands 5th Plat" (platted South 87°55'13" West), a distance of 463.41 feet to the Northwest Corner of "Wilshire 2nd Plat"; thence South 00°04'26" East along the West line of said "Wilshire 2nd Plat" a distance of 140.00 feet; thence South 24°19'57" West along said West line a distance of 235.44 feet; thence South 15°26'01" East along said West line a distance of 91.05 feet; thence South 20°04'45" East along said West line a distance of 170.88 feet; thence North 66°30'03" East along the South line of said "Wilshire 2nd Plat" a distance of 111.74 feet; thence South 20°04'45" East along said South line a distance of 117.02 feet; thence North 69°55'15" East along said South line a distance of 170.00 feet; thence South 23°15'32" East along said South line a distance of 90.14 feet; thence South 64°23'44" East along said South line a distance of 45.55 feet; thence South 51°00'15" East along said South line a distance of 93.21 feet; thence South 58°10'00" East along said South line a distance of 140.00 feet to a point of curvature; thence Southwesterly along said South line, on a curve to the left, having a radius of 500.72 feet, a central angle of 02°49'57", a chord bearing of South 30°25'01" West and a length of 24.75 feet to a point of tangency; thence South 29°00'03" West along said South line a distance of 14.66 feet; thence South 58°19'23" East along said South line a distance of 240.22 feet; thence South 63°54'46" East along said South line a distance of 103.18 feet; thence North 21°36'01" East along said South line a distance of 118.01 feet to a point in a curve; thence Easterly along said South line and along the South line of "Wilshire", on a curve to the left, having a radius of 411.05 feet, a central angle of 15°56'30", a chord bearing of South 76°22'14" East and a length of 114.37 feet; thence South 02°10'18" West along the South line of said "Wilshire" plat a distance of 15.76 feet; thence South 87°49'42" East along said South line a distance of 50.00 feet; thence North 02°10'18" East along said South line a distance of 15.76 feet to a point in a curve; thence Easterly along said South line, on a curve to the left, having a radius of 411.05 feet, a central angle of 17°41'03", a chord bearing of North 79°50'34" East and a length of 126.87 feet to a point of tangency; thence North 71°00'03" East along said South line a distance of 105.00 feet to a point of curvature; thence Easterly along said South line, on a curve to the right, having a radius of 1395.63 feet, a central angle of 06°52'45", a chord bearing of North 74°26'25" East and a length of 167.57 feet to a point in a curve; thence Southeasterly along said South line, on a curve to the left, having a radius of 445.32 feet, a central angle of 16°31'26", a chord bearing of South 09°39'55" East and a length of 128.43 feet; thence North 89°49'32" East along said South line of "Wilshire" a distance of 201.07 feet to the West line of "Blue Valley Elementary School No. 10" plat; thence South 00°00'03" West along said West line, (platted North 02°00'19" West) a distance of 328.71 feet to a point in the South line of the North one-half of the afore-described Southeast One-Quarter of Section 28; thence South 89°49'32" West along the said South line a distance of 2107.23 feet to the Southwest Corner of the North One-Half of said Southeast One-Quarter; thence North 00°04'45" West along the West line of said North One-Half a distance of 1328.19 feet to the Point of Beginning and containing 30.8972 acres more, or less.

Now Platted as WILSHIRE THIRD PLAT, a subdivision in the City of Leawood, Johnson County, Kansas.

Mid America Title
Company, Inc.

2142497
DECLARATION OF RESTRICTIONS
TO
WILSHIRE

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

1992 JUL 10 A 8:55.0

1600
SARA F. L. HARR
REGISTER OF DEEDS

THIS DECLARATION, is made this 29th day of June, 1992, by WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability Company, (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, by a Declaration of Restrictions to Wilshire dated December 23, 1991, and recorded in the Office of the Register of Deeds of Johnson County, Kansas, on December 30, 1991, as Document No. 2078859, in Volume 3485, at Page 240, (the "Declaration"), and by a Declaration of Restrictions to Wilshire dated February 19, 1992, and recorded in the Office of the Register of Deeds of Johnson County, Kansas on February 20, 1992, as Document No. 2094910, in Volume 3524, at Page 654, Developer herein caused certain tracts of land which are particularly described in said restrictions to be bound by certain restrictions contained within the Declaration; and

WHEREAS, by the provisions of said Declaration, and particularly by Section 30 thereof, said Developer herein reserved the right from time to time to add such other land as it then owned or might thereafter acquire or approve for addition to said district to the operation of said Declaration or any future modification thereof; and

WHEREAS, Developer herein is the owner of the following described real estate, to-wit:

Lots 49 through 93, inclusive, Tract "D", Tract "E", and Tract "F", Plat of Wilshire Second Plat, a Subdivision in the City of Leawood, Johnson County, Kansas, which such plat was recorded in the office of the Register of Deeds of Johnson County, Kansas on June 16, 1992, as Document #2134850, in Book 81, at Page 22;

WHEREAS, Developer herein now desires to add the real estate hereinbefore described to the operation of all of the terms and provisions of the aforesaid Declaration and to subject said land to the operation of the aforesaid Declaration.

NOW, THEREFORE, Developer herein, by virtue of the rights heretofore reserved by it and referred to above, does hereby declare that all of the following described real estate, to-wit:

Lots 49 through 93, inclusive, Tract "D",
Tract "E", and Tract "F", Plat of Wilshire
Second Plat, a Subdivision in the City of
Leawood, Johnson County, Kansas, and legally
described on Exhibit "A" attached hereto,

shall be, and the same is hereby made subject to all of the terms
and provisions of the aforesaid Declaration of Restrictions to
Wilshire, dated December 23, 1991 and recorded in the office of the
Register of Deeds of Johnson County, Kansas on December 30, 1991,
as Document No. 2078859, in Volume 3485, at Page 240, and that
certain Declaration of Restrictions to Wilshire dated February 19,
1992, and recorded in the Office of the Register of Deeds of
Johnson County, Kansas on February 20, 1992, as Document No.
2094910, in Volume 3524, at Page 654, in the same way and manner
and with like effect and for the same period or extended periods of
time as though all of said real estate had been described in said
original Declaration of Restrictions to Wilshire and subjected to
the provisions thereof.

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

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company

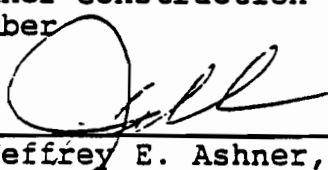
By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Leo E. Ashner, President

By: Timothy Ashner, Inc.,
Member

By: 
Timothy B. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: 
Jeffrey E. Ashner, President

By: Galbreath, Inc.,
Member

By William L. Galbreath
William L. Galbreath,
President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 29th day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as Member/Manager of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Georgia Ann Carter
Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 12/1/95

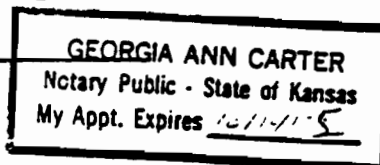
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 19th day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Georgia Ann Carter
Notary Public

My Commission Expires: _____



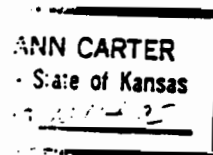
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 20th day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Georgia Ann Carter
Notary Public

My Commission Expires: _____



STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 27th day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Georgia Ann Carter
Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER Notary Public - State of Kansas My Appt. Expires <u>12-31-95</u>

EXHIBIT "A"

Description:

Part of the North One-Half of the Southeast One-Quarter of Section 28, Township 13 South, Range 25 East in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 28; said point being the Northeast corner of Wilshire, a subdivision of land in said Southeast One-Quarter; thence South 89°55'34" West along the North line of said Southeast One-Quarter and said Wilshire, a distance of 1189.42 feet to the Northwest corner of said Wilshire, said point being the Point of Beginning; thence South 00°04'26" East along the West line of said Wilshire a distance of 170.00 feet to a point of curvature; thence Southeasterly along the West line of said Wilshire and along a curve to the left having a radius of 507.95 feet, a central angle of 46°00'00", a chord bearing of South 23°04'26" East and a distance of 407.31 feet to a point of tangency; thence South 46°04'26" East along the West line of said Wilshire a distance of 58.00 feet to a point; thence South 46°12'07" West along the West line of said Wilshire a distance of 116.15 feet to a point; thence South 64°40'00" West along the West line of said Wilshire a distance of 91.13 feet to a point; thence South 06°50'27" West along the West line of said Wilshire a distance of 200.86 feet to a point of curvature; thence Westerly along the West line of said Wilshire and along a curve to the right having a radius of 351.05 feet, a central angle of 01°20'54", a chord bearing of North 82°29'06" West and a distance of 8.25 feet to a point; thence South 08°11'20" West along the West line of said Wilshire a distance of 60.00 feet to a point of curvature; thence Westerly along a curve to the right having a radius of 411.05 feet, a central angle of 13°24'41", a chord bearing of North 75°06'19" West and a distance of 96.22 feet to a point; thence South 21°16'01" West a distance of 118.01 feet to a point; thence North 63°54'46" West a distance of 103.18 feet to a point; thence North 58°19'23" West a distance of 240.22 feet to a point; thence North 29°00'03" East a distance of 14.66 feet to a point of curvature; thence Northeasterly along a curve to the right having a radius of 500.72 feet, a central angle of 02°49'57", a chord bearing of North 30°25'01" East a distance of 24.75 feet to a point; thence North 58°10'00" West a distance of 140.00 feet to a point; thence North 51°00'15" West a distance of 91.21 feet to a point; thence North 64°23'44" West a distance of 45.55 feet to a point; thence North 23°15'32" West a distance of 90.14 feet to a point; thence South 69°53'15" West a distance of 170.00 feet to a point; thence North 20°04'45" West a distance of 117.02 feet to a point; thence South 66°30'03" West a distance of 111.74 feet to a point; thence North 20°04'45" West a distance of 170.88 feet to a point; thence North 15°26'01" West a distance of 91.05 feet to a point; thence North 24°19'57" East a distance of 225.44 feet to a point; thence North 00°04'26" West a distance of 140.00 feet to a point in the North line of the Southeast One-Quarter of said Section 28, Township 13, Range 25, said point also being in the South line of the Woodlands Fifth Plat; thence North 89°55'34" East along the North line of said Southeast One-Quarter and along the South line of the Woodlands Fifth Plat and Cherry Creek First Plat (platted South 87°53'13" West), a distance of 996.26 feet to the Point of Beginning and containing 20.0446 acres more, or less.

Mia America Title
Company, Inc.

2094910

DECLARATION OF RESTRICTIONS
TO
WILSHIRE

ORIGINAL COMPARED WITH RECORD

OFFICE OF HANNAH, Kansas

92 FEB 20 P 2:11.7

12⁰⁰

STATE OF KANSAS
OFFICE OF RECORDS

THIS DECLARATION, is made this 19th day of February, 1992,
by WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability Company,
(hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, by a Declaration of Restrictions to Wilshire dated December 23, 1991, and recorded in the Office of the Register of Deeds of Johnson County, Kansas, on December 30, 1991, as Document No. 2078859, in Volume 3485, at Page 240, Developer herein caused a certain tract of land which is particularly described in said capital restriction to be bound by certain restrictions contained therein; and

WHEREAS, by the provisions of said Declaration of Restrictions to Wilshire and particularly by Section 30 thereof, said Developer herein reserved the right from time to time to add such other land as it then owned or might thereafter acquire or approve for addition to said district and to the operation of said Declaration of Restrictions to Wilshire or any future modification thereof; and

WHEREAS, Developer herein is the owner of the following described real estate, to-wit:

Lots 1A, 2A, 3A, 4A, 5A, 6A and 7A, Resurvey of Lots 1-7 of Wilshire, a Subdivision in the City of Leawood, Johnson County, Kansas, which Resurvey was recorded in the office of the Register of Deeds of Johnson County, Kansas on January 30, 1992, as Document #2086886, in Volume 3504, at Page 726;

WHEREAS, Developer herein now desires to add the real estate hereinbefore described to the operation of all of the terms and provisions of the aforesaid Declaration of Restrictions to Wilshire and to subject said land to the operation of the aforesaid Declaration of Restrictions to Wilshire.

NOW, THEREFORE, Developer herein, by virtue of the rights heretofore reserved by it and referred to above, does hereby declare that all of the following described real estate, to-wit:

Lots 1A, 2A, 3A, 4A, 5A, 6A and 7A, Resurvey of Lots 1-7 of Wilshire, a Subdivision in the City of Leawood, Johnson County, Kansas

shall be, and the same is hereby made subject to all of the terms and provisions of the aforesaid Declaration of Restrictions to

Wilshire, dated December 23, 1991 and recorded in the office of the Register of Deeds of Johnson County, Kansas on December 30, 1991, as Document No. 2078859, in Volume 3485, at Page 240, in the same way and manner and with like effect and for the same period or extended periods of time as though all of said real estate had been described in said original Declaration of Restrictions to Wilshire and subjected to the provisions thereof.

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

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Leo E. Ashner, President

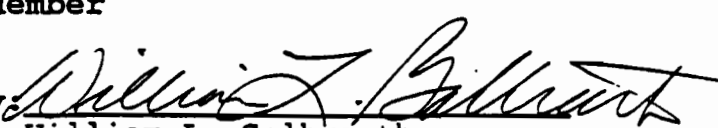
By: Timothy Ashner, Inc.,
Member

By: 
Timothy B. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: 
Jeffrey E. Ashner, President

By: Galbreath, Inc.,
Member

By: 
William L. Galbreath,
President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 19th day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as Member/Manager of Wilshire Venture, L.L.C., and such person 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.

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 11-11-93

Georgia Ann Carter

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 19th day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 11-11-93

Georgia Ann Carter

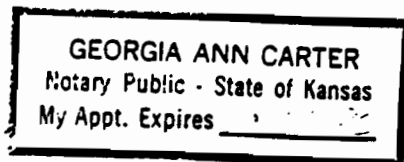
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 17th day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.



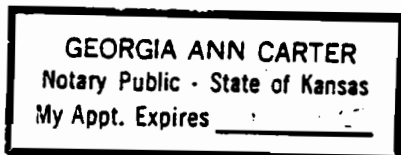
Georgia Ann Carter
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 17th day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.



Georgia Ann Carter
Notary Public

My Commission Expires: _____

1 America Title
Company, Inc.

HOMES ASSOCIATION DECLARATION
TO
WILSHIRE
(the "Declaration")

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

91 DEC 30 P 2:16.6

32⁰⁰ SARA FULLMANN
REGISTER OF DEEDS

THIS DECLARATION, is made this 23 day of December, 1991, by WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability Company (hereinafter collectively referred to as "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the owner of all of the following described land situated in Johnson County, Kansas, more particularly described as:

Lots 1 through 48, inclusive; Tract "A", Tract "B" and Tract "C", Plat of Wilshire, a subdivision of land in the City of Leawood, Johnson County, Kansas, which plat was recorded in the office of the Register of Deeds of Johnson County, Kansas on November 15, 1991, as Document #2069423, in Book 80 of Plats, at Page 3.

WHEREAS, the Developer is now developing the above described land and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to the said community.

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring about the development of the above described land, the Developer does now and hereby subject all of the lots located in Wilshire as shown on the recorded plat thereof, to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

SECTION 1. DEFINITIONS OF TERMS USED

For the purpose of this Declaration, the following words and phrases shall have the following respective meanings:

(A) District. "District" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the Lots and Tracts enumerated above as shown on said plat of Wilshire. If or when other land shall, in the manner hereinafter provided, be added to that described above, 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 modifications thereof.

(B) Improved Property. "Improved Property" as used herein, shall be deemed to 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 erection, or on which any

other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

(C) Public Place. "Public Place" as used herein shall be deemed to mean all streets, all alleyways, all parks, 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 within the District, or which may, with appropriate consent be used by all of the owners of the District.

(D) Owner. "Owner" as used herein shall mean those persons or corporations who may from time to time own the land within the District.

(E) Developer. "Developer" shall mean and refer to Wilshire Venture, L.L.C., a Kansas Limited Liability Company.

(F) Lot. "Lot" may mean either any Lot as platted, or any parcel or parcels of land as conveyed, which may consist of one or more Lots, or part or parts of one or more Lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer, or from its successors and assigns.

(G) Corner Lot. "Corner Lot" shall be deemed to be any Lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

(H) Restrictions. "Restrictions" shall mean and refer to the rights, reservations and limitations as to use of the Lots within the subdivision as expressed herein or in that certain Declaration of Restrictions to Wilshire (the "Restrictions"), or as may be modified by amendments or additions thereto.

(I) Tract. "Tract" shall mean any parcel as platted which is designated in said plat or by separate document as such and which is, by said plat or document, further designated as "Common Area", as such phrase is defined herein.

(J) Common Area. "Common Area" shall mean and refer to such land as may be designated as such on the Plat of Wilshire or which may hereafter be designated as such on subsequent plats of Wilshire or which may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas.

SECTION 2. MEMBERSHIP IN ASSOCIATION

The Owners of all of the land hereinabove described 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 an association, which is hereby created and established, to be known as "THE WILSHIRE HOMES ASSOCIATION, INC." (hereinafter the "Association"). The Association shall be incorporated under the laws of the State of Kansas as a not-for-profit corporation. 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 and proceedings.

SECTION 3. VOTING RIGHTS

The Association shall have two classes of voting membership, as follows:

(A) Class A. Each Owner, with the exception of the Developer, of a Lot in Wilshire, a subdivision in the City of Leawood, Johnson County, Kansas shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Lot upon which he holds fee simple title. 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 one hundred sixty-five (165) votes for each Lot or Tract within the District to which the said Developer holds fee simple title.

SECTION 4. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the Owner or Owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

SECTION 5. USE OF COMMON AREAS

(A) Exclusive Use. The Owners of land within the District as it may exist from time to time shall have the exclusive right to the use of all undedicated Common Areas as designated on the plat of Wilshire or as may be designated on subsequent plats of Wilshire; or as may be designated by the Restrictions; or as may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas by the Developer.

(B) Rules and Regulations. The Association shall have the right and power to make reasonable rules and regulations which shall govern the use of the said undedicated Common Areas.

SECTION 6. OTHER LANDS - HOW THEY MAY BE ADDED

The Developer may from time to time add to the District such land as is now or hereafter owned or approved for addition by said Developer, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and any future modifications thereof. The Association may also unite or combine with any other association similarly organized, operating on a similar basis, and having jurisdiction of land lying within Johnson County, Kansas, or any political subdivision thereof.

SECTION 7. POWER AND DUTIES OF THE ASSOCIATION

The Association shall have the following powers and duties which it may exercise and perform whenever in its discretion it may deem them necessary or desirable, to-wit:

(A) Enforcement. To enforce, either in its own name or in the name of any Owner within the District, any or all Restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such 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 or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations or contracts in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the 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 such restrictions.

(B) Management and Control. To manage and control as trustee for its members all public streets, sidewalks, and other public places shown on the Plat of Wilshire and any and all improvements thereon, provided that such management and control of said places and improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which said places and improvements are located.

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

(D) Maintenance of Trees, Shrubs and Plantings. To care for, spray, trim, protect and replant trees, shrubs and plantings on all streets and in other Public Places where trees, shrubs and plantings have once been planted, when such services are not available from any public source.

(E) Mowing and Maintenance of Unimproved Real Estate. To mow, care for, maintain and remove all rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the District neat in appearance and in good order.

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

(G) Lighting. To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(H) Street, Sidewalk and Storm Sewer Maintenance. 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.

(I) Signs. 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.

(J) Police Protection. 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.

(K) Control Over Easements. To exercise control over such easements as it may acquire from time to time.

(L) Ownership of Real Estate. 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 and special assessments on such real estate as may be owned by it; and to pay such taxes and assessments as may be assessed against land in streets, Common Areas and other public or semi-public places within the District.

(M) Levy and Collect Assessments. To levy and collect the assessments which are provided for in this Declaration.

(N) Maintenance, Care and Replacement of Common Areas and Amenities. To provide for the maintenance of swimming pools, green areas, playgrounds, tennis courts, public and private streets, parking areas, walks, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in any public or private street, Common Area, parking area or other Public Place shown on the plat of Wilshire, or created by separate instrument from land included as part of Wilshire, or designated as Common Area on the plat of any additional land which may later be added to the District as provided in Section 6 hereof.

SECTION 8. MAINTENANCE BY DEVELOPER

Developer specifically reserves for itself the right to enter upon certain landscape easements described on the recorded Plat of Wilshire as "Landscape Easement" or "L/E" for purposes of maintaining the same if the Association fails for any reason to maintain the same, provided Developer so advises the Association of its failure to adequately maintain the same and that if the deficiencies are not corrected within ten (10) days from the date written notice is mailed, then Developer will undertake the necessary maintenance and the Association will reimburse the Developer for the costs incurred by Developer.

SECTION 9. METHOD OF PROVIDING GENERAL FUNDS

(A) General Fund. 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 Lots owned by Class A members upon which a dwelling has been erected and lying within the boundaries of the District 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 or at such other times as the Association may determine in advance by the respective Class A member-Owners of the said assessable land subject thereto, rich said assessable land shall be deemed to be all of the above enumerated Lots in the aforesaid plat of Wilshire which are then owned by Class A members and upon which dwellings have been erected together with such other Lots as may from time to time be added to the said District as herein provided and are then owned by said Class A members and upon which dwellings have been erected. 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 \$360.00 for each Lot then owned by a Class A member and upon which a dwelling has been erected and is within the District as now or hereafter established; provided, however, that in respect to the year in which a dwelling is constructed on any certain Lot covered by this Declaration, the assessment for the said year shall be pro-rated on the basis of the date of occupancy of said dwelling by the said Class A member.

(B) Maximum Assessment. The maximum annual assessment upon each Lot as aforesaid may be increased by an amount not exceeding one hundred percent (100%) of the \$360.00 original maximum annual assessment which the Association may levy and collect from year to year, provided that a meeting of the members specially called for that purpose, prior to the date upon which the assessment is levied for the first year for which such increase is proposed, a majority of the members present at such meeting authorize such an increase by an affirmative vote therefor; and provided further, that the maximum annual assessment upon each Lot as aforesaid may be increased by an amount not exceeding two hundred percent (200%) of the said \$360.00 original maximum annual assessment, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, sixty percent (60%) of the members present at such meeting authorize such an increase by an affirmative vote therefor.

(C) Period that Increases are Effective. Unless the increases provided for in Paragraph (B) of this Section 9 are specifically limited by the resolutions in which they are contained, to be for a specified period, they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of Paragraph (D) of this Section 9 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(D) Increases Beyond Limitations. It is recognized that during the period of the time this agreement may be in effect, that substantial changes may occur in the economic status of the United States as a whole and of the Johnson County, Kansas area in particular, and that in the event of such economic change, either by inflation or deflation, that there should be a provision by which the maximum annual assessment provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof. It is therefore provided that a resolution to such effect, adopted at a meeting of the Association specially called for that purpose, three-fourths (3/4) of the members present at such meeting voting in the affirmative therefor, shall be sufficient to require the Association to request the Board of County Commissioners (hereinafter referred to as the Board) of Johnson County, Kansas to set a new and reasonable maximum annual assessment for the purposes provided for herein, based on the then current economic conditions, the change to be effective commencing on the first day of the next succeeding year. In the event, however, that the said Board should refuse to act, the Association shall petition the District Court of Johnson County, Kansas to name a board of three (3) disinterested parties to act in the stead of said Board. The decision of a majority of either of such boards shall be final and conclusive and shall be effective until amended

by further action of the said Board or a board selected by the said District Court, both under the provisions of this paragraph.

(E) Notice of Proposed Changes. Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (B) or Paragraph (D) of this Section 9 for increasing or decreasing the permissible maximum amount of the annual assessment it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid, thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

(F) When Assessments Are Effective. The first assessment shall be for the calendar year beginning January, 1992 and it shall be payable on January 1, 1992. Thereafter, assessments for the ensuing calendar year shall be fixed and levied on or before December 1 of the preceding calendar year and shall be payable on January 1 of the calendar year for which the assessment pertains. It will be the duty of the Association to notify all Owners of assessable Lots whose address is listed with the Association, on or before that date, giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 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 January 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(G) Notice. 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.

(H) Contract with Owner. The Owner of each Lot subject to the assessment as herein provided in subparagraph (A) of this Section 9 shall by acceptance of a Deed to such Lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lots in accordance herewith, and said Association is hereby granted the power to proceed against such Owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

SECTION 10. LIEN ON REAL ESTATE

(A) Lien. The assessment provided for herein, together with interest, costs and attorney's fees, 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, 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 on said real estate. In the event of the failure of any Owner to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of ten percent (10%) per annum from the first day of January, but if the assessment is paid before February 1st, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to December 1st for the calendar year beginning January 1st, then no interest shall be charged. The Owner of any Lot, by acceptance of a deed, agrees to interest charged to the assessment, costs and attorney's fees to be a charge against the real estate.

(B) Enforcement of Lien. On or after February 1st of each year, beginning February 1, 1992 or within thirty (30) days from the date of levying the assessment for the calendar 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 together with interest, costs and attorney's fees before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the property described therein a fee of \$2.00, which fee is hereby declared to be a lien upon the real estate so described in said 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 said real estate. 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.

(C) Period of Effectiveness and Continuation. Such liens shall continue for a period of five (5) 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 property under execution of the judgment establishing same.

**SECTION 11. EXPENDITURES LIMITED TO ASSESSMENT
FOR CURRENT YEAR**

The Association shall at no time expend more money within any one (1) 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 such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

SECTION 12. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said 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 said Association may be transacted, and in the case of any change of such address the Association shall notify all the Owners of the land in the District, insofar as their addresses are listed with the Association, of the new address.

SECTION 13. PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Developer shall have the right at its option to perform the duties, assume the obligations, levy 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 hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment of its rights as temporary Trustee. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or

corporation any or all of the rights, reservations, and privileges reserved by it in this Section 14, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such rights at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

SECTION 15. TO OBSERVE ALL LAWS

Said 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 are herein provided for.

SECTION 16. AMENDMENT

By written consent of the Owners of two-thirds (2/3) of the Lots within the District as then constituted, 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.

SECTION 17. HOW TERMINATED

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, by the Owners of all the Lots then subject thereto, executing and acknowledging an 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.

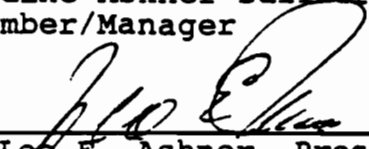
SECTION 18. COVENANTS RUNNING WITH THE LAND

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

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 23 day of December, 1991.

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company


By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Leo E. Ashner, President

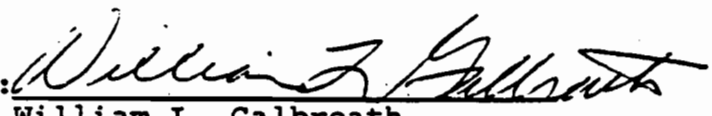
By: Timothy Ashner, Inc.
Member

By: 
Timothy B. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: 
Jeffrey E. Ashner, President

By: Galbreath, Inc.,
Member

By: 
William L. Galbreath,
President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member/Manager of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter

Notary Public

My Commission Expires: 6/14/95

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10-14-95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter

Notary Public

My Commission Expires: 10/14/95

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter

Notary Public

My Commission Expires: 10/14/95

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 23rd day of December, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter

Notary Public

My Commission Expires: 10/14/95

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

2243760

HOMES ASSOCIATION DECLARATION
TO
WILSHIRE

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

160 93 MAY -5 P 3:49.8

SARA F. ULLMANN
REGISTER OF DEEDS

THIS DECLARATION, is made on this 5th day of May, 1993, by
WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability Company,
(hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, by a Homes Association Declaration to Wilshire dated December 23, 1991, and recorded in the office of the Register of Deeds of Johnson County, Kansas on December 30, 1991, as Document No. 2078860, in Volume 3485, at Page 260 (the "Declaration"), a Homes Association Declaration to Wilshire dated February 19, 1992, and recorded in the office of the Register of Deeds of Johnson County, Kansas on February 20, 1992, as Document No. 2094911, in Volume 3524, at Page 658, and a Homes Association Declaration to Wilshire dated June 29, 1992, and recorded in the office of the Register of Deeds of Johnson County, Kansas on July 10, 1992, as Document No. 2142498, in Volume 3648, at Page 604, Developer herein caused certain tracts of land which are particularly described in said declarations to be bound by certain covenants and conditions contained within the Declaration; and

WHEREAS, by the provisions of said Declaration, and particularly by virtue of Section 6 thereof, said Developer reserved the right from time to time to add such other land as it then owned or might thereafter acquire or approve for addition to said district to the operation of said Declaration or any future modification thereof; and

WHEREAS, Developer herein is the owner and proprietor of the following described real estate, to-wit:

Lots 94 through 161, inclusive, Plat of Wilshire Third Plat, a Subdivision in the City of Leawood, Johnson County, Kansas, which such plat was recorded in the office of the Register of Deeds of Johnson County, Kansas on May 4, 1993, as Document #2242800, in Book 84, at Page 1;

WHEREAS, Developer herein now desires to add to the district created by the said Declaration and to subject all of said real estate hereinabove described to the covenants and conditions expressed in said Declaration.

NOW, THEREFORE, Developer herein, by virtue of the right heretofore reserved by it, does hereby add and does hereby approve the addition of the following described real estate, to-wit:

Lots 94 through 161, inclusive, Plat of Wilshire Third Plat, a Subdivision in the City of Leawood, Johnson County, Kansas, and legally described on Exhibit "A" attached hereto,

to the operation of the said Declaration and does hereby declare that all of said real estate heretofore described shall be and the same hereby is made subject to all of the terms and provisions of the aforesaid Homes Association Declaration to Wilshire dated December 23, 1991, and recorded in the office of the Register of Deeds of Johnson County, Kansas, on December 30, 1991, as Document No. 2078860, in Volume 3485, at Page 260, and that certain Homes Association Declaration to Wilshire dated February 19, 1992 and recorded in the office of the Register of Deeds of Johnson County, Kansas on February 20, 1992, as Document No. 2094911, in Volume 3524, at Page 658, and that certain Homes Association Declaration to Wilshire dated June 29, 1992, and recorded in the office of the Register of Deeds of Johnson County, Kansas on July 10, 1992, as Document No. 2142498, in Volume 3648, at Page 604, and said real estate is hereby added to the district created thereby in the same way and manner and with like effect and for the same period or extended periods of time as though all of said real estate had been included in said original Homes Association Declaration to Wilshire and added to the district created thereby and subjected to the provisions thereof.

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

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Leo E. Ashner, President

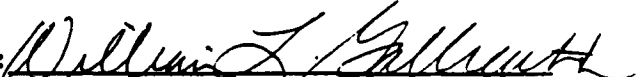
By: Timothy Ashner, Inc.,
Member

By: 
Timothy B. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: 
Jeffrey E. Ashner, President


By: Galbreath, Inc.,
Member

By: 
William L. Galbreath,
President

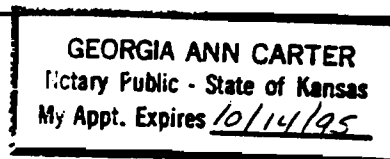
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 25th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as Member/Manager of Wilshire Venture, L.L.C., and such person 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.


Notary Public

My Commission Expires: _____



STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 30th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter

Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 30th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter

Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 25th day of March, 1993, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Notary Public

My Commission Expires: _____

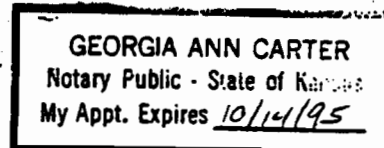


EXHIBIT "A"

Part of the North One-Half of the Southeast One-Quarter of Section 28, Township 13 South, Range 25 East in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest Corner of the above-described Southeast One-Quarter; thence North 89°55'14" East along the North line thereof and along the South line of "The Woodlands 5th Plat" (platted South 87°55'13" West), a distance of 463.41 feet to the Northwest Corner of "Wilshire 2nd Plat"; thence South 00°04'26" East along the West line of said "Wilshire 2nd Plat" a distance of 140.00 feet; thence South 24°19'57" West along said West line a distance of 235.44 feet; thence South 15°26'01" East along said West line a distance of 91.05 feet; thence South 20°04'45" East along said West line a distance of 170.88 feet; thence North 66°30'03" East along the South line of said "Wilshire 2nd Plat" a distance of 111.74 feet; thence South 20°04'45" East along said South line a distance of 117.02 feet; thence North 69°55'15" East along said South line a distance of 170.00 feet; thence South 23°15'32" East along said South line a distance of 90.14 feet; thence South 64°23'44" East along said South line a distance of 45.55 feet; thence South 51°00'15" East along said South line a distance of 93.21 feet; thence South 58°10'00" East along said South line a distance of 140.00 feet to a point of curvature; thence Southwesterly along said South line, on a curve to the left, having a radius of 500.72 feet, a central angle of 02°49'57", a chord bearing of South 30°25'01" West and a length of 24.75 feet to a point of tangency; thence South 29°00'03" West along said South line a distance of 14.66 feet; thence South 58°19'23" East along said South line a distance of 240.22 feet; thence South 63°54'46" East along said South line a distance of 103.18 feet; thence North 21°36'01" East along said South line a distance of 118.01 feet to a point in a curve; thence Easterly along said South line and along the South line of "Wilshire", on a curve to the left, having a radius of 411.05 feet, a central angle of 15°56'30", a chord bearing of South 76°22'14" East and a length of 114.37 feet; thence South 02°10'18" West along the South line of said "Wilshire" plat a distance of 15.76 feet; thence South 87°49'42" East along said South line a distance of 50.00 feet; thence North 02°10'18" East along said South line a distance of 15.76 feet to a point in a curve; thence Easterly along said South line, on a curve to the left, having a radius of 411.05 feet, a central angle of 17°41'03", a chord bearing of North 79°50'34" East and a length of 126.87 feet to a point of tangency; thence North 71°00'03" East along said South line a distance of 105.00 feet to a point of curvature; thence Easterly along said South line, on a curve to the right, having a radius of 1395.63 feet, a central angle of 06°52'45", a chord bearing of North 74°26'25" East and a length of 167.57 feet to a point in a curve; thence Southeasterly along said South line, on a curve to the left, having a radius of 445.32 feet, a central angle of 16°31'26", a chord bearing of South 09°39'55" East and a length of 128.43 feet; thence North 89°49'32" East along said South line of "Wilshire" a distance of 201.07 feet to the West line of "Blue Valley Elementary School No. 10" plat; thence South 00°00'03" West along said West line, (platted North 02°00'19" West) a distance of 328.71 to a point in the South line of the North one-half of the afore-described Southeast One-Quarter of Section 28; thence South 89°49'32" West along the said South line a distance of 2107.23 feet to the Southwest Corner of the North One-Half of said Southeast One-Quarter; thence North 00°04'45" West along the West line of said North One-Half a distance of 1328.19 feet to the Point of Beginning and containing 30.8972 acres more, or less.

Now Platted as WILSHIRE THIRD PLAT, a subdivision in the City of Leawood, Johnson County, Kansas.

HOMES ASSOCIATION DECLARATION
TO
WILSHIRE

1992 JUL 10 A 8:55.3

SARA ELLIOTT
REGISTER OF DEEDS

THIS DECLARATION, is made on this 29th day of June,
1992, by WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability
Company, (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, by a Homes Association Declaration to Wilshire dated
December 23, 1991, and recorded in the office of the Register of
Deeds of Johnson County, Kansas on December 30, 1991, as Document
No. 2078860, in Volume 3485, at Page 260 (the "Declaration"), and
a Homes Association Declaration to Wilshire dated February 19,
1992, and recorded in the office of the Register of Deeds of
Johnson County, Kansas on February 20, 1992, as Document No.
2094911, in Volume 3524, at Page 658, Developer herein caused
certain tracts of land which are particularly described in said
declarations to be bound by certain covenants and conditions
contained within the Declaration; and

WHEREAS, by the provisions of said Declaration, and
particularly by virtue of Section 6 thereof, said Developer
reserved the right from time to time to add such other land as it
then owned or might thereafter acquire or approve for addition to
said district to the operation of said Declaration or any future
modification thereof; and

WHEREAS, Developer herein is the owner and proprietor of the
following described real estate, to-wit:

Lots 49 through 93, inclusive, Tract "D",
Tract "E", and Trace "F", Plat of Wilshire
Second Plat, a Subdivision in the City of
Leawood, Johnson County, Kansas, which such
plat was recorded in the office of the
Register of Deeds of Johnson County, Kansas on
June 16, 1992, as Document #2134850, in Book
81, at Page 22;

WHEREAS, Developer herein now desires to add to the district
created by the said Declaration and to subject all of said real
estate hereinabove described to the covenants and conditions
expressed in said Declaration.

NOW, THEREFORE, Developer herein, by virtue of the right
heretofore reserved by it, does hereby add and does hereby approve
the addition of the following described real estate, to-wit:

Lots 49 through 93, inclusive, Tract "D",
Tract "E", and Trace "F", Plat of Wilshire
Second Plat, a Subdivision in the City of
Leawood, Johnson County, Kansas, and legally
described on Exhibit "A" attached hereto,

to the operation of the said Declaration and does hereby declare
that all of said real estate heretofore described shall be and the
same hereby is made subject to all of the terms and provisions of
the aforesaid Homes Association Declaration to Wilshire dated
December 23, 1991, and recorded in the office of the Register of
Deeds of Johnson County, Kansas, on December 30, 1991, as Document
No. 2078860, in Volume 3485, at Page 260, and that certain Homes
Association Declaration to Wilshire dated February 19, 1992 and
recorded in the office of the Register of Deeds of Johnson County,
Kansas on February 20, 1992, as Document No. 2094911, in Volume
3524, at Page 658, and said real estate is hereby added to the
district created thereby in the same way and manner and with like
effect and for the same period or extended periods of time as
though all of said real estate had been included in said original
Homes Association Declaration to Wilshire and added to the district
created thereby and subjected to the provisions thereof.

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

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Lee E. Ashner, President

By: Timothy Ashner, Inc.,
Member

By: 
Timothy E. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: 
Jeffrey E. Ashner, President

By: Galbreath, Inc.,
Member

By: William L. Galbreath
William L. Galbreath,
President

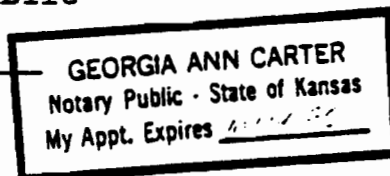
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 29th day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as Member/Manager of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Georgia Ann Carter
Notary Public

My Commission Expires: _____



STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 29th day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Georgia Ann Carter
Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 6/30/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 29th day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

Georgia Ann Carter
Georgia Ann Carter
Notary Public

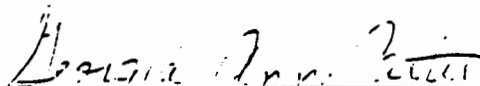
My Commission Expires: _____

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 6/30/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22nd day of June, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.



Georgia Ann Carter
Notary Public

My Commission Expires: _____

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 06-25

EXHIBIT "A"

Description:

Part of the North One-Half of the Southeast One-Quarter of Section 28, Township 13 South, Range 25 East of the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of the Southeast One-Quarter of said Section 28; said point being the Northeast corner of Wilshire, a subdivision of land in said Southeast One-Quarter; thence South 55°34' West along the North line of said Southeast One-Quarter and said Wilshire, a distance of 39.42 feet to the Northwest corner of said Wilshire, said point being the Point of Beginning; thence North 00°04'26" East along the West line of said Wilshire a distance of 170.00 feet to a point of curvature; thence Southeasterly along the West line of said Wilshire and along a curve to the left having a radius of 507.95 feet, a central angle of 46°00'00", a chord bearing of South 21°04'26" East a distance of 407.81 feet to a point of tangency; thence South 46°04'25" East along the West line of said Wilshire a distance of 58.00 feet to a point; thence South 46°32'07" West along the West line of said Wilshire a distance of 136.13 feet to a point; thence South 64°40'00" West along the West line of said Wilshire a distance of 93.13 feet to a point; thence South 06°50'27" West along the West line of said Wilshire a distance of 200.36 feet to a point of curvature; thence Westerly along the West line of said Wilshire and along a curve to the right having a radius of 351.05 feet, a central angle of 20°54", a chord bearing of North 82°29'06" West and a distance of 8.26 feet to a point; thence South 11°20" West along the West line of said Wilshire a distance of 60.00 feet to a point of curvature; thence Westerly along a curve to the right having a radius of 411.05 feet, a central angle of 24°41", a chord bearing of North 75°06'19" West and a distance of 96.22 feet to a point; thence South 21°36'01" West a distance of 118.01 feet to a point; thence North 61°54'46" West a distance of 3.18 feet to a point; thence North 58°19'23" West a distance of 240.22 feet to a point; thence North 00°03" East a distance of 14.66 feet to a point of curvature; thence Northeasterly along a curve to the right having a radius of 500.72 feet, a central angle of 02°49'37", a chord bearing of North 25°01" East a distance of 24.75 feet to a point; thence North 58°10'00" West a distance of 140.00 feet to a point; thence North 51°00'15" West a distance of 93.21 feet to a point; thence North 23°44" West a distance of 45.55 feet to a point; thence North 21°15'32" West a distance of 90.14 feet to a point; thence South 69°55'13" West a distance of 170.00 feet to a point; thence North 00°04'45" West a distance of 117.02 feet to a point; thence South 66°30'03" West a distance of 111.74 feet to a point; thence North 20°04'45" West a distance of 170.88 feet to a point; thence North 5°26'01" West a distance of 91.05 feet to a point; thence North 24°19'57" East a distance of 235.44 feet to a point; thence North 00°04'26" West a distance of 140.00 feet to a point in the North line of the Southeast One-Quarter of said Section 28, Township 13, Range 25, said point also being in the South line of the Woodlands Fifth Plat; thence North 89°55'34" East along the North line of said Southeast One-Quarter and along the South line of the Woodlands Fifth Plat and Cherry Creek First Plat platted South 87°55'13" West), a distance of 996.26 feet to the Point of Beginning and containing 0.0446 acres more, or less.

2094911

ORIGINAL COMPARED WITH RECORD

HOMES ASSOCIATION DECLARATION
TO
WILSHIRE

12⁰⁰ 92 FEB 20 P 2:12.0

THIS DECLARATION, is made on this 19th day of February, 1992, by WILSHIRE VENTURE, L.L.C., a Kansas Limited Liability Company, (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, by a Homes Association Declaration to Wilshire dated December 23, 1991, and recorded in the office of the Register of Deeds of Johnson County, Kansas on December 30, 1991, as Document No. 2078860, in Volume 3485, at Page 260, Developer herein caused a certain tract of land which is particularly described in said Declaration to be bound by certain covenants and conditions; and

WHEREAS, by the provisions of said Homes Association Declaration to Wilshire and particularly by virtue of Section 6 thereof, said Developer reserved the right from time to time to add such other land as it then owned or might thereafter acquire or approve for addition to said district and to the operation of said Homes Association Declaration to Wilshire or any future modification thereof; and

WHEREAS, Developer herein is the owner and proprietor of the following described real estate, to-wit:

Lots 1A, 2A, 3A, 4A, 5A, 6A and 7A, Resurvey of Lots 1-7 of Wilshire, a Subdivision in the City of Leawood, Johnson County, Kansas, which Resurvey was recorded in the office of the Register of Deeds of Johnson County, Kansas on January 30, 1992, as Document #2086886, in Volume 3504, at Page 726;

WHEREAS, Developer herein now desires to add to the district created by the said Homes Association Declaration to Wilshire and to subject all of said real estate hereinabove described to the covenants and conditions expressed in said Homes Association Declaration to Wilshire.

NOW, THEREFORE, Developer herein, by virtue of the right heretofore reserved by it, does hereby add and does hereby approve the addition of the following described real estate, to-wit:

Lots 1A, 2A, 3A, 4A, 5A, 6A and 7A, Resurvey of Lots 1-7 of Wilshire, a Subdivision in the City of Leawood, Johnson County, Kansas

to the operation of the said Homes Association Declaration to Wilshire and does hereby declare that all of said real estate heretofore described shall be and the same hereby is made subject

to all of the terms and provisions of the aforesaid Homes Association Declaration to Wilshire dated December 23, 1991, and recorded in the office of the Register of Deeds of Johnson County, Kansas, on December 30, 1991, as Document No. 2078860, in Volume 3485, at Page 260, and said real estate is hereby added to the district created thereby in the same way and manner and with like effect and for the same period or extended periods of time as though all of said real estate had been included in said original Homes Association Declaration to Wilshire and added to the district created thereby and subjected to the provisions thereof.

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

WILSHIRE VENTURE, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Member/Manager

By: 
Leo E. Ashner, President


By: Timothy Ashner, Inc.,
Member

By: 
Timothy B. Ashner, President

By: Ashner Construction Co., Inc.,
Member

By: 
Jeffrey E. Ashner, President

By: Galbreath, Inc.,
Member

By: 
William L. Galbreath,
President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this _____ day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Member/Manager of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as Member/Manager of Wilshire Venture, L.L.C., and such person 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.

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires _____

Georgia Ann Carter
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this _____ day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of Timothy Ashner, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires _____

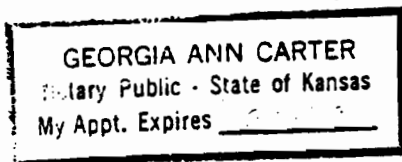
Georgia Ann Carter
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 19th day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Construction Co., Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.



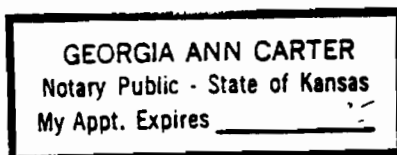
Georgia Ann Carter
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 19th day of February, 1992, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William L. Galbreath, President of Galbreath, Inc., a Member of Wilshire Venture, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Venture, L.L.C., and such person 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.



Georgia Ann Carter
Notary Public

My Commission Expires: _____