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WYNNEFIELD

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

1993 SEP 20 P 4: 23.2

SARA F. ULLMANN
REGISTER OF DEEDS

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND
DEDICATION OF EASEMENTS
PURSUANT TO THE
KANSAS TOWNHOUSE OWNERSHIP ACT

THIS DECLARATION, is made on the date hereinafter set forth by
BMW Communities, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in
the County of Johnson, State of Kansas, which is more particularly
described in Exhibit A attached hereto and as more fully shown on
the plat of Wynnefield filed with the Register of Deeds of Johnson
County, Kansas in Book 84, Page 45 ("Wynnefield Tract").

WHEREAS, Declarant has constructed or intends to construct a
planned unit development consisting of residential lots and certain
common areas, community facilities and improvements on the above
described real property as more specifically described hereinafter;
and

WHEREAS, Declarant desires to place certain covenants,
conditions, restrictions, easements, charges and liens, hereinafter
set forth, upon the above described real property for the benefit
of the Declarant, its successors, assigns and its future grantees,
to protect the value and desirability of the planned unit
development project to be known as "Wynnefield," and all additions
thereto; and

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WHEREAS, Developer wishes to subject Wynnefield to the terms and conditions of K.S.A. 58-3701, et seq., the Kansas Townhouse Ownership Act, as from time to time amended; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Kansas, as a Not For Profit corporation, Wynnefield Homes Association, for the purpose of exercising the functions of a homes association as set forth hereinafter for the benefit of said real property and all additions thereto.

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, charges, and liens (sometimes referred to as "covenants and restrictions"), which are for the purpose of protecting the value, desirability and attractiveness of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Subject only to such exceptions as may hereinafter be set forth, all of the property within Wynnefield shall be used solely for residential purposes.

THE DECLARATION

It is hereby declared that the Wynnefield Tract shall be held, used, occupied, sold, conveyed, hypothecated or encumbered and improved subject to the Kansas Townhouse Ownership Act, K.S.A. 58-3701, et seq., ("Act") and the following easements, restrictions, covenants and conditions, all of which are for the

purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with the Wynnefield Tract and shall be binding upon all parties having or acquiring any right, title or interest in and to the above-described property, or any part thereof, and shall inure to the benefit of each and every such party, but nothing contained herein shall be deemed to constitute a dedication of any of said land or any part or parts thereof to public use.

ARTICLE I

DEFINITIONS

When used herein, the following terms shall have the meaning set forth:

1. "Association" shall mean the Wynnefield Homes Association, Inc., a not-for-profit corporation formed for the purpose of taking the fee simple title to the common areas, assuming the obligations of maintaining and operating the common areas in accordance with the provisions hereof, of carrying out the various duties and obligations otherwise provided for herein and to exercise the powers provided for herein and under the laws of the State of Kansas.

2. "Board of Directors" or "Board" shall mean the board of directors of the Association.

3. "Management Company" shall be any entity hired by the Association to carry out the obligations of the Association, including, but not limited to, maintenance of the common areas.

4. "Building" shall mean a structure composed of units or a single family residence.

5. "Unit" shall mean that portion of a multifamily building designed and used exclusively for single family residential purposes, except as herein provided.

6. "Single Family Residence" shall mean a building intended to be used for single family purposes by one family.

7. "Common Areas and Facilities" shall mean all real estate and all improvements located thereon owned by the Association for the common use and enjoyment of the owners and residents of Wynnefield. Common areas and facilities shall include:

(a) All real estate owned in fee simple by the Association evidenced by deed or as set forth on the recorded plat or certificate of survey, and any easements to the Association, and may be referred to as "Association Tracts".

(b) All structure(s), trees, landscaping, lighting equipment, decorative equipment or other improvements located upon Association Tracts.

(c) All paved private drives, entry control devices, streets and open parking areas located upon Association Tracts.

(d) All installments of central services for the benefit of more than one Owner, such as television or radio cable or antennae, incinerators, trash receptacles, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities situated thereon.

(e) All easements, rights and appurtenances belonging thereto necessary to the existence, maintenance and safety of the Wynnefield Project.

(f) All personal property owned by the Association intended for use in connection with the operation of recreational facilities, building(s), structure(s), or other facilities of the Association.

8. "Common expenses" shall mean and include:

(a) All sums lawfully assessed against Owners by the Association pursuant to the Declaration;

(b) Expenses of administration, maintenance, repair or replacement of the common areas and facilities incurred by the Association pursuant to the Declaration;

(c) Expenses agreed upon as common expenses by the Association at special or regular meetings; and

(d) Expenses declared common expenses by provisions of the Act or by the Declaration or Bylaws of the Association.

9. "Lot" shall mean and refer to the real property on which is located one unit or single family residence.

10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot and unit or single family residence which is a part of Wynnefield, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

11. "Member" shall mean and refer to each Owner as provided herein in Article II.

12. "Wynnefield" and "Wynnefield Tract" shall mean and refer to the land shown on the Plat, and the terms may be used interchangeably herein.

13. "Plat" shall mean the recorded plat(s) of Wynnefield, including additional phases, together with all amendments filed thereto, and all certificates of survey that may be recorded in connection thereto.

ARTICLE II

MEMBERSHIP

1. Membership and Voting Rights in the Association. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Wynnefield property.

2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall originally be all unit and single family residence Owners, except the Declarant for so long as there exists a Class B membership. Class A members shall be entitled to one (1) vote for each unit or single family residence owned. Declarant shall become a Class A member with regard to Lots owned by Declarant upon conversion of Declarant's Class B membership as provided below. When more than one person owns any unit or single family residence, all of those persons shall be members. The vote of such unit or single family residence shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any unit or single family residence.

(b) Class B. Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned whether or not improved with a unit or single family residence.

(c) The right of any Class A member to vote in person or by proxy may be suspended by action of the Association during any period any member is delinquent in paying the assessments provided for hereunder. For purposes hereof, a member delinquent in paying assessments shall not be considered in good standing, and such member shall not be considered for purposes of voting percentages or quorum requirements.

ARTICLE III

COMMON AREAS AND FACILITIES
RIGHTS OF OWNERS AND THE ASSOCIATION

A portion of Wynnefield is designated common areas. The ownership of the underlying fee in common areas shall be vested in the Association, subject to the provisions hereof.

1. Enjoyment. Subject to paragraph 2 of this Article, each Owner shall have a right and easement of enjoyment in and to the common areas and facilities, and such easement shall be appurtenant to and shall pass with the title to each unit or single family residence. Membership in the Association of each Owner shall be deemed to be conveyed or encumbered with the deed or mortgage applicable to each unit or single family residence, even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument. Each Owner may use the common area and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of other Owners.

Should any part of a common area encroach upon any part of a lot, unit or single family residence, or should any part of a unit or single family residence encroach upon any common areas or upon any other unit or single family residence, perpetual easements for the maintenance of such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the owner of the property or the common areas, as the case may be.

The Wynnefield Tract shall be subject to a perpetual easement in gross to the Association, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration or amendments thereto. Should it be necessary to enter a unit or single family residence, or repair common areas, employees, agents, and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association.

The Association shall hereafter have and does hereby reserve the right to locate, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television, master television antenna system, fire warning systems and other utilities, and conduits for any and all pumps, and to give or grant right of use of easements therefor, over, under, through and upon any part of the Wynnefield Tract, except the portions thereof upon which buildings have been erected.

2. Regulations and Suspension of Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Board of Directors of the Association to prescribe rules and regulations and fees governing the use, operation and maintenance of all common areas and facilities, including all recreational facilities owned by the Association or hereafter acquired by it, and fees for the use thereof.

(b) The right of the Association to suspend the right of any Owner to use all or part of said recreational facilities located upon common areas for any period during which any assessment against or use fee due from said Owner remains unpaid.

(c) The right of the Association to charge and require payment of reasonable admission and use fees for the use of any of said recreational facilities to defray costs of the operation thereof, including the right to provide for the use of the common area and facilities by the Owners, and to charge the appropriate fees therefor.

(d) The right of the Association to dedicate or transfer all or any part of the common areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of the Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by a majority of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member, as provided for herein.

(e) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and/or easements for access, or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way and/or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas.

(f) The right of the Board of Directors of the Association to fix penalties for the violation of said rules and regulations, including suspension of use of common areas not to exceed sixty (60) days.

(g) The right of the Association to borrow money for the benefit of the Association and the Owners, provided, however, the repayment of such loans shall not be or become the personal obligation of the Owners; and provided, further, that such loans shall not be secured by or subject to any liens or encumbrances on the common areas and/or facilities and/or personal property thereof, unless approved by two-thirds of a quorum of the members of each class at a meeting of the members called for such purpose.

3. No Restrictions on Access. The Board of Directors of the Association may not, in any event, revoke, limit, restrict, or suspend in any way, the right of any Owner to use and enjoy the private drives, streets and parking areas located upon the Wynnefield Tract. As a covenant running with the land, membership shall include the right to use and enjoy all walks, pavement, driveways, parking areas, entrances and exits owned by the Association. There shall always be access by other pedestrians and vehicles to and from each property, unit or single family residence to a public street or to a private street leading to such public street.

4. Common Area Expenses. The costs of maintenance and upkeep of the common areas shall be divided among all of the units and single family residences that are from time to time subject to this Declaration in such amounts as determined by this Declaration. Such costs of maintaining the common areas (sometimes referred to herein as "common area costs") shall be the total cost reasonably expended for the proper operation, replacement, maintenance, repair and aesthetic appeal of the common area. Such costs shall include, but not be limited to the following:

(a) All costs and expenses of operating, replacing and maintaining said common areas including, but not limited to, exterior building surfaces, maintenance of all green areas (lawns), flower gardens, shrubs, trees, plants, private streets, entry control devices, parking areas, removal of snow and trash, policing and security

measures, and maintenance and replacement of curbs, walkways, drainage and common areas lighting facilities and other parts and accessories in and to the common areas, and all items necessary for the operation and maintenance of the common areas including, but not limited to, water, electricity, gas, insurance of all types, supplies such as fertilizers, and garden necessities. In the event any common sewer, service and/or utility line running to or connected with any building in the project becomes clogged, in need of repair, maintenance or replacement, then, in any such event, the Association shall be charged with the responsibility for prompt action and solution of any such difficulty or problem, and it shall pay in total therefor.

(b) Increases, if any, in real estate taxes and special assessments, if any, resulting from new or enlarged or improved facilities, occurring after the original valuations and/or assessments and taxation, levied or assessed against the common areas.

(c) Depreciation shall not be included as a cost, except in the case of tangible items that are used in the common areas.

(d) All costs of maintaining on-site security exclusive of individual buildings. Security shall mean the operation and maintenance of security facilities such

as burglar alarms, entry control devices, fire alarms, lightning rods and employment of security personnel, and such other items of expense (following consultation with the then Owners) as may be approved by the Board of Directors of the Association in maintaining as safe and as secure a complex as the Board deems reasonable.

(e) Contingency reserves, as determined from time to time by the Board of Directors of the Association.

(f) Insurance premiums for all insurance secured by the Board of Directors of the Association pursuant to this Declaration. Regular fees and charges shall be used for the payment of insurance premiums for public liability and property damage insurance covering all common areas and facilities and workers' compensation insurance to the extent deemed necessary by the Board of Directors to comply with any and all applicable laws, and for casualty insurance applicable to each property, unit, and single family residence, under a blanket policy of casualty insurance available under applicable Kansas law.

(g) Fees of the management company, as set forth in Article V of this Declaration.

(h) The payment of such other charges and expenses, as may be elsewhere required or authorized by this Declaration, or that the Board of Directors of the Association may from time to time determine necessary or desirable to meet the purposes of the Association, as

stated in its Articles of Incorporation, Bylaws and by this Declaration.

ARTICLE IV

MAINTENANCE

Certain stipulations shall govern the ownership of the Wynnefield Tract and shall be binding on the Owners and the Association. These stipulations, without being limited thereto, relate to such things as interior and exterior maintenance and repairs, and are in detail as follows:

1. Each owner shall maintain each unit and single family residence and the inside of any fenced area, including patio areas, decks and other structures adjoining and appurtenant to a unit or single family residence in a neat, clean and orderly condition. Such maintenance shall include interior painting of a unit or single family residence, and shall include repair of roofing when, in the opinion of the Association, after consultation with the affected Owners, it is deemed necessary. This requirement of maintenance shall particularly extend to all items that can be seen externally, including exterior and interior cleaning of windows and replacement of broken glass and burned-out light bulbs, if any.

2. The maintenance and upkeep of the common areas and exterior painting of buildings shall be the responsibility of the Association and shall include, but not be limited to, the following: maintenance of common area buildings, all green areas (lawns), flower gardens, shrubs, trees, and plants, parking areas, driveways, retaining and perimeter walls, entry control devices,

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PAINTING
SHRUBS / TREES
DRIVEWAYS
RETAINING & PERIMETER WALLS

removal of snow and trash, and maintenance and replacement of curbs, walkways, drainage and common areas lighting facilities and other parts and accessories in and to the common areas. The Association may establish separate reserves for such maintenance. In the event any common sewer, service and/or utility line running to or connected with any building in the project becomes clogged, in need of repair, maintenance or replacement, then, in any such event, the Association shall be charged with the responsibility for prompt action and solution of any such difficulty or problem, and it shall pay therefor.

3. Should any Owner fail to maintain his lot and unit or single family residence as required herein, then the Association may, after the approval of two-thirds (2/3) of the Board of Directors, enter into such area and perform the required maintenance. The cost of such maintenance shall be added to and made a part of the assessment to which the unit or single family residence is subject.

ARTICLE V

MANAGEMENT COMPANY

The Association may employ, by contract, a management company to carry out all of the functions of the Association, as delineated in this Declaration. The negotiated and agreed fee to be paid such management company shall be on a fair, reasonable and competitive basis. The management company, under the direction of the Association, shall perform all common area maintenance, and operate and maintain on-site security systems, if any, and shall keep

appropriate books and records in accordance with accepted accounting principles. All expenditures of the management company under its agreement with the Association and the fee paid to the management company shall be included as common areas or maintenance costs in accordance with the provisions hereof, and such costs shall be allocated to the Owners as herein provided.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation Assessments.

Each Owner of a unit or single family residence by acceptance of a deed thereto, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such Association assessments as are fixed by the Association's Board of Directors and assessed to the members as hereinafter provided. All sums assessed by the Association but unpaid, together with such interest thereon as is hereinafter provided, shall be a charge on the unit or single family residence and shall be a continuing lien upon such property owned by the member against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, including reasonable attorney's fees and court costs, as hereinafter provided, shall be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due, regardless of any alleged reason, assertion or defense believed, advanced or made by any Owner. Timely payments of all

assessments are hereby agreed to and shall be made by such Owner. No Owner may exempt himself, herself or itself from liability for his, her or its contribution toward common expenses and assessments by waiver of the use or enjoyment of common areas and facilities, or by abandonment of his, her or its unit.

2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners as an entire community and, in particular, for the improvement and maintenance of common areas, services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of common properties and of the units and single family residences in Wynnefield, including, without limiting the foregoing, the payment of taxes (if any), and insurance thereon and repair, replacement maintenance and additions thereto, and the cost of labor, equipment, materials, utilities, services, management and supervision thereof.

3. Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of the Association. The Board shall determine the total amount required, including the operational items such as insurance, repairs, replacements, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual assessments shall be shared by all units

and single family residences and shall be in the amount as established by the Board. Each unit and single family residence shall commence paying its share of the Association assessments commencing with the day title to the unit or single family residence is conveyed by deed.

4. Determination of Maximum Annual Assessment. Annual assessments or charges, except the assessment for each Owner's pro-rata share of any casualty insurance premium, as hereinafter provided for, shall remain constant from January 1 through December 31 of each year, and shall be subject to the following limitations thereon commencing January 1, 1993:

(a) Maximum Assessments: Commencing January 1, 1993 the maximum annual assessment, payable in equal monthly installments, to be paid on or before the first day of each month, shall be \$79.50 per unit and single family residence.

(b) From and after January 1, 1993 the base annual assessment may be increased by not more than 25 percent (25%) of the prior year's annual assessment. Any increase beyond 25 percent (25%) shall require the affirmative vote of a majority of the quorum of members present at a meeting called in accordance with notice provisions hereof with the purpose of voting upon such increase.

(c) The following items shall be part of the annual assessment, but not subject to the limitations set forth in (a) and (b) above:

(i) The amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over the amount payable for the same or similar items for the previous year; and

(ii) Increased costs and expenses resulting from the operation and maintenance of the common facilities and/or amenities of the project over similar costs for the preceding year.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum base annual assessment as increased by (b) and (c) above and, in setting the assessment, shall give consideration to the separate annual reserve for anticipated major repairs or replacements to the common areas. In the event there is an excess of money collected from any annual assessments, after excluding the separate annual reserves, such excess shall be taken into consideration in preparing the budget and annual assessment to be paid for the following calendar year. All computations relating to obligations to be performed under this

Declaration shall be accomplished in accordance with accepted accounting procedures in the industry.

5. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate. No such special assessment shall be authorized except upon the affirmative vote of a majority of a quorum of members of each existing Class present at a meeting called in accordance with the notice procedures contained herein for the purpose of approving such special assessments. The members shall also vote upon and approve the procedure for the payment of such special assessment.

6. Due Dates; Duties of the Board of Directors. All assessments shall be payable monthly, in advance, or on such other basis as is ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each property, and shall prepare a roster of the property assessments, which shall be kept in the office of the Association and shall be open to inspection by any member. Upon the written request of a member or his mortgagee, the Board shall promptly furnish such member or his mortgagee with a written statement of the unpaid charges due from such member.

7. Effect of Nonpayment of Assessments; the Personal Obligation of the Member; the Lien; Remedies of the Association.

If an assessment is not paid on the date when due, as fixed by the Board of Directors, then such assessment and the balance, at the option of the Board, of the annual assessments established by the Board pursuant to Sections 3, 4, and 5 of this Article, shall become delinquent and shall, together with late charges and the cost of collection thereof, including reasonable attorney's fees and court costs as hereinafter provided, thereupon become a continuing lien on the member's unit or single family residence, which shall bind such Property in the hands of the members, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within ten days after the delinquency date, a late charge of \$25.00 shall become due and payable, and the Association may bring an action at law against the Owner or former Owner personally obligated to pay the same, or to foreclose the lien against the property; and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include reasonable attorney's fees to be fixed by the Court, together with the costs of the action and aforesaid late charge.

8. Selling and Gifts of Lots, Etc. No member shall convey, mortgage, pledge, hypothecate or sell a lot, unit or single family residence unless and until all unpaid assessments shall have been paid. Such unpaid assessments, however, may be paid out of the

proceeds from the sale of the lot, unit or single family residence. Any sale in violation of this section shall be voidable at the election of the Board of Directors.

The provisions of this section shall not apply to the acquisition of a unit or single family residence by a mortgagee acquiring title by foreclosure or by deed in lieu of foreclosure. The lien and obligation created hereunder shall, however, be collectible as otherwise provided herein or by law, and shall be entitled to the priority set forth herein and under the law of the State of Kansas. These provisions shall, however, apply to no such mortgagee for any assessments that become due after the acquisition of title by the mortgagee, and to any purchaser from such mortgagee.

9. Subordination of Lien. The lien for assessments provided for in this Article shall be superior to all other liens, except tax liens and mortgage liens in favor of purchase money lenders.

ARTICLE VII

INSURANCE

1. Insurance to be Obtained and Maintained by the Association. The Board of Directors shall obtain and maintain to the extent reasonably available, at least the following:

(a) Casualty insurance naming the Association as insured for the benefit of the Owners in an amount equal to the full replacement value (exclusive of land, foundation and excavation) of the improvements located

upon the real property owned by the Association with an "agreed amount" endorsement, without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection at least against the following:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;

(ii) Such other risks as shall customarily be covered with respect to property similar in construction, location and use, including, but not limited to, cost of demolition, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) Public liability insurance, in such amounts and in such terms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or uses of the common area and facilities, respectively; such policy shall contain a "severability of interest" endorsement which shall preclude

the insurer from denying the claim of an Owner because of the negligent acts of the Association or the Owners; and

(c) Workers' compensation insurance to the extent necessary to comply with any applicable law; and

(d) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claims, judgment or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; and

(e) Fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees, or volunteers responsible for handling funds collected and held for the benefit of the Owners naming the Association as insured in an amount equal to no less than one and one-half (1-1/2) times the Association's annual operating expenses and reserves; and

(f) Such other policies of insurance, including blanket policies of insurance for units or single family residences, as authorized by applicable Kansas law and by the Board of Directors of the Association.

2. Insurance to be Obtained and Maintained by Association and Owners. All Owners shall obtain and maintain casualty insurance insuring all improvements owned by the Owner against loss by fire, lightning, windstorm or other casualty and extended

coverage in an amount equal to full replacement value (exclusive of the land, foundation and excavation) with an "agreed amount" endorsement without deduction or allowance for depreciation, and the insurer shall waive any "increase of hazard" provision of its policy and any "apportionment of loss" provision of its policy in the event there is any other insurance insuring the same risk. All premiums for such insurance shall be paid by each Owner. Such insurance policies shall be in a form acceptable to the Board of Directors, or its manager, and shall include a loss payable clause in favor of the Association, an insurance trustee, or its designated nominee, for the benefit of each Owner and their mortgagees as their interests may appear, or jointly, to the Owner, the Association and the mortgagee. In the event of loss, each Owner shall give notice to the Board of Directors, and the Association or its manager shall be authorized to make proof of loss if the same is not promptly made by each Owner. All insurance companies are authorized to make payments for such loss directly to the Association as insurance trustee, or its designated nominee, for each Owner and their mortgagee as their interests appear. The Association, as insurance trustee, or its designated nominee, shall not be liable for the payment of premiums nor for the renewal of the sufficiency of policies nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Association shall be to receive such proceeds as are paid, and hold the same in trust for the purposes stated herein for the benefit of the Owners and their respective

mortgagees, as their interests may appear. In the event that there are proceeds remaining after paying all reasonable costs and expenses related to the administration of the insurance trust reconstruction or repair of the property involved, or in the event it is determined pursuant hereto that the damage for which the insurance proceeds are paid shall not be repaired, such proceeds shall be distributed to the respective Owners and their respective mortgagees as their interest may appear. If there are any such casualty loss proceeds which relate solely to the common areas remaining after paying all reasonable costs and expenses related to the administration of the insurance trust and after defraying such reconstruction or repair costs, then, in such event, all of such proceeds shall be paid over to or retained to the Association.

For purposes of administering all provisions of the Declaration relating to insurance, the Association, acting by and through its Board of Directors, is irrevocably appointed agent and attorney-in-fact for each Owner and for each mortgagee. The Association, acting by its Board of Directors or its duly authorized manager, shall have the authority to and shall adjust all claims arising under all insurance policies, and shall have the authority to and shall execute and deliver releases upon the payment of claims. Title to any unit and single family residence is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Owner or grantor shall constitute appointment of the attorney-in-fact as herein provided. The

proceeds of insurance collected on account of any casualty by the Association as insurance trustee, or its designated nominee, except as otherwise provided for herein, shall be disbursed only in payment of the costs of replacement, reconstruction or repair of the damaged improvements.

All damage to units or single family residences shall be required to be reconstructed and rebuilt from the proceeds of insurance collected by the insurance trustee, or from collections of assessments against Owners on account of such casualty not covered by insurance. Such reconstruction and repair is mandatory, unless other action is approved by the Owners set forth hereinafter.

If the cost of replacement, reconstruction or repair of a unit or single family residence shall exceed the amount of insurance proceeds received by the insurance trustee, such excess shall be a specific assessment against the unit or single family residence to be paid by the Owner to the Association as insurance trustee or its designated nominee, to be added to the funds received from said insurance proceeds, and the same shall be disbursed for replacement, reconstruction or repair.

Assessments shall not be abated during the period of insurance adjustment and repair or restoration. The Board of Directors may employ an architectural control committee or other qualified person who shall oversee all replacement, reconstruction and repair of all improvements. Reconstruction of unit(s) or building(s), as used in this paragraph, means restoring the unit(s) or building(s)

substantially to the same condition in which it or they existed prior to the fire, casualty or other disaster, with each lot and the common area having the same vertical and other boundaries as previously existed. Each request for disbursement of insurance proceeds held by the Association as insurance trustee, or its designated nominee, shall include a certificate of the architectural committee or other qualified person employed by the Association to the effect that all work then completed has been performed in accordance with plans and specifications approved by the Board of Directors and all applicable building codes. All insurance policies shall be subject to the extent available to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the State of Kansas holding a rating of BBB+ or better in Bests' Insurance Guide, or some other equivalent insurance guide reference directory;

(b) Exclusive authority to negotiate losses under each policy shall be vested in the Board of Directors or the Association, as agent, attorney-in-fact, or trustee for the Owner and his mortgagee;

(c) In no event may the insurance coverage obtained and maintained pursuant to the requirements of this Declaration be brought into contribution with insurance purchased by the Owners or their mortgagees, or trustees, and any "no other insurance" or similar clause in any

policy obtained by the Association pursuant to the requirements of this Declaration shall exclude such policies from consideration;

(d) All policies shall provide that such policies may not be cancelled or substantially modified, including cancellation for non-payment of premium, without at least thirty (30) days prior written notice to the Owner, the Board of Directors of the Association, and the mortgagee;

(e) All policies shall provide that the mortgagee will be notified by the insurance company of any claim for recovery of damages exceed One Thousand and no/100 (\$1,000.00) Dollars; and

(f) All policies shall contain a waiver of subrogation by the insurer as to claims against the Association, the Board of Directors, the Owner, and/or their respective agents, employees and tenants.

The Owner may obtain additional insurance at his expense, including liability insurance to cover accident or damage to persons or property occurring within his own unit or single family residence. Each individual Owner may purchase insurance upon his own personal property and any additional improvements located within his unit or single family residence. Such insurance shall contain the same waiver of subrogation provisions as set forth above.

The Association may purchase, if available, one or more blanket policies of casualty insurance, naming the Association as

insured for the benefit of every Owner and mortgagee. In such event, the provision of this Declaration relating to individual policies of casualty insurance and the rights, obligations, procedures and requirement heretofore set forth in connection therewith shall nevertheless apply, except the provisions releasing the Association from any liability for payment of premium, renewal of policies, contents of policy and failure to collect proceeds. Such insurance premiums shall be common expenses to be paid and handled by the Association, as set forth hereinbefore.

Such policy or policies of blanket insurance shall provide coverage for each Owner upon such terms and conditions as the Board of Directors may deem appropriate; provided, however, the coverage shall not be less than the coverage required by this Declaration applicable to individual policies of casualty insurance, and provided, further, that provision for such blanket insurance shall be without prejudice to the right of each Owner to insure his own property under a separate policy meeting the requirements hereof, and without being charged additionally any share of the common insurance premium expense.

In the event there are in existence both blanket and individual policies of casualty insurance, and if the damage for which the casualty loss proceeds are paid was limited solely to property insured under said individual homeowner's policies, then the remaining proceeds after paying all reasonable costs and expenses related to the administration of the insurance trust and, after paying reconstruction or repair costs, shall be paid over to

the Owners thereof, and their respective first mortgagees, as their interests may appear. If the damage for which the casualty loss proceeds are paid includes the common areas and/or one (1) or more structures covered by the blanket policies, as well as structures individually insured, then all remaining proceeds, after paying the costs set out above, shall be paid over to the Association and to the Owners individually insured, and their respective first mortgagees, as their interest may appear, pursuant to such fair and reasonable formula governing the proration thereof as the Board of Directors of the Association shall in its sole discretion determine, which determination shall be final and binding on all of the aforesaid parties. In the event that there are no individual capacity insurance policies but only blanket policies of casualty insurance in existence at the time of any damage, then, in such event, all of the casualty loss proceeds remaining after paying all reasonable costs and expenses relating to the administration of the insurance trust and after paying reconstruction or repair costs shall be paid over or retained by the Association.

Annually, the Association may require evidence of insurance coverage, with all appropriate endorsements and provisions as specified herein from each Owner, or shall furnish each Owner a memorandum of insurance coverage approved by the Kansas Commissioner of Insurance, setting forth the essential coverage of any blanket policy.

ARTICLE VIII

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

(Restrictive Covenants)

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Wynnefield Tract (excepting any original construction or development by the Developer), nor shall any exterior addition to or change or alteration therein be made, nor shall any Owner erect, place, plant, install or attach any sign, light, object or thing on the exterior of his unit or the building or in or on any common area or on a Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and/or any other proposed form of change including, without limitation, any other information specified by the Board shall have been submitted to and approved by the Board of Directors in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the community. As used in this Article, the term "Board" shall include any committee to which it may delegate the authority granted herein.

In the event the Board fails to approve or disapprove such design and location within 60 days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been satisfied as to such plans and specifications.

Construction or alterations in accordance with plans and specifications approved by the Board pursuant to the provisions of this Article shall be commenced within six months following the date upon which the same are approved (whether by affirmative action or by forbearance from action), and shall be substantially completed within 12 months following the date of commencement, or within such other period as the Board shall specify in their approval; in the event construction is not commenced within the period aforesaid, compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved without the prior consent in writing of the Board. Approval of any particular plans and specifications or designs shall not be construed as a waiver of the right to disapprove such plans and specifications, or any elements or features thereof, in the event plans and specifications the same as or similar to ones previously approved are subsequently submitted for use in any other instance.

The Board may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval, and may publish and/or record such statements of policy standards, guidelines, and/or establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of

the provisions of this Article, or any other provision or requirement of law or of this Declaration. The Board may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Board shall be final except that any member who is aggrieved by any action or forbearance from action by the delegate of the Board (or by any policy, standards or guidelines established by such delegate) may appeal the decision of the delegate to the Board of Directors and, upon the written request of such member, shall be entitled to a hearing before the Board of Directors; the appeal decision shall be binding and final.

ARTICLE IX

RESTRICTIONS

The use of Improved Property and common areas is restricted as follows:

1. Use of Improved Property. No unit or single family residence shall be used for a purpose other than a private residence; provided, however, that part of a unit or single family residence, in conjunction with its use as a single family residence and purely as an ancillary use with no regular customers or inviting of customers, or signs or advertising of any type, on or off the property, also may be used as an office by the occupant with the prior written consent of the Board of Directors.

2. Construction or Alteration of Improvements.

(a) No improvements or structure of any sort may be constructed on, installed in or upon, or placed on any

land subject to this Declaration without the prior approval of the Board in writing.

(b) The party requesting any approval hereunder shall submit simultaneously with said request the following documentation:

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

(ii) A site plan of the unit, building or structure as it will be located on the Wynnefield Tract.

(iii) A floor plan.

(iv) A list of all exterior materials to be used, including materials for the roof, masonry, siding and windows.

(v) A landscape plan showing proposed exterior plantings.

(vi) A schedule of exterior colors.

3. Structures. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, swimming pool, tennis court, antenna, tower, satellite dish, shed or other buildings or structures shall be erected, used or maintained on the Wynnefield Tract at any time, except that the Board may approve such structure, as provided for in Article VIII.

4. Obstructions. There shall be no obstructions of any portions of the common areas (including the planting of trees, shrubs or other forms of vegetation), nor any storage in the common areas without prior written consent of the Board. No clothes, laundry or other articles shall be hung or exposed in any portion of the common areas or lots or on or about the exteriors of the buildings or units.

5. Signs. Except as set forth under paragraph 1 of this Article hereinbefore, no sign shall be hung or displayed either on the inside or the outside of any unit or building, or otherwise, or so as to be seen from the exterior, and no awnings, canopy, shutter or radio or television antenna shall be affixed to, or placed upon, an exterior wall or roof unless it is without the prior compliance with the Rules and Regulations of the Association.

6. Animals. No animals, livestock or poultry of any kind shall be raised or kept on any lot in the project other than household pets, which shall be limited to two per household without written consent of the Association. All pets shall be leashed when outside of the home and patio area, but not to fence. No such pet will be kept, bred or maintained for commercial purposes.

7. Nuisances. No noxious or offensive trade or activity shall be carried on upon or within any structure, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as

may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any unit or single family residence, or upon the exterior of any other improvements.

8. Automobile Repairing and Storage of Automobiles, Boats, Trailers, etc.

(a) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the lots, except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage permitted under any Rules and Regulations of the Association.

(b) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, trailer, motor home, mobile home or vehicle of any other type or description may be stored upon any of the lots, except that such storage, excluding storage for hire, shall be permitted within the confines of any garage permitted under other provisions of these restrictions. Nothing in this section, however, shall be construed to prohibit the regular parking of not more than two automobile(s), in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots.

9. Interference with Maintenance by Association. No Owner of any portion of the properties shall have, claim or exercise any right to maintain, alter the appearance of or improve any areas or

surfaces of the properties maintained by the Association under the general maintenance provisions of this Declaration.

ARTICLE X

PARTY WALLS OF UNITS

Each unit to be constructed in Wynnefield may have at least one wall in common with an adjoining unit, which common wall(s) will be built on the dividing line between units. Within the common walls between certain of the units there are or will be installations of plumbing and heating and electrical pipes, conduits and fireplace flues. A party wall easement is hereby established over that part of any parcel on which any part of a common wall is situated with the Association hereby being granted the right to maintain, restore and repair any such wall, provided, however, that the cost of maintenance, restoration or repair of any common wall necessitated by the negligent or intentional act of the Owner of a parcel served by such wall shall be at the expense of such Owner to the extent not covered by insurance.

1. General Rules. To the extent not inconsistent with this Article, all laws applicable to party walls and liability for property damage due to negligence or willful acts or omissions in the State of Kansas shall apply thereto. No Owner of any unit shall cut through or make penetration through a party wall for any purpose whatsoever.

2. Party Fence. Each fence built and placed on the dividing lines between lots shall constitute a party fence, and the general rules of law regarding party walls or fences and liability for

property damage due to negligence or willful acts or omissions shall apply to such party fences. No Owner of any unit shall cut through or make penetration through a party fence for any purpose whatsoever.

3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the party wall or party fence shall be shared by the Owners who make use of the wall or fence, except such repair and maintenance required to be made by the Association, as set forth hereinbefore.

4. Destruction by Fire or Other Casualty. If a party wall or fence is damaged or destroyed by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, said wall or fence shall be repaired or replaced by the Owners thereof, and the cost of such repairs or replacement shall be borne equally without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule or law regarding liability for negligence or willful acts or omissions.

5. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid for by the insurance provided for herein, an Owner, who by his negligent or willful act causes or permits any party wall or portion thereof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

6. Right to Contributions. The right of any Owner to contributions from any other Owner under this Article shall be

appurtenant to the Property and shall pass to such Owner's successors in title.

7. Arbitration. In the event of any dispute arising concerning any party wall or party fence, the same shall be determined by compulsory arbitration using the rules, regulations and arbitrator of the American Arbitration Association, unless the parties mutually agree to another alternative dispute forum or procedure.

8. Easements. The following additional easements are also created and established:

(a) For the purpose of draining snow and rainwater from the roof of any unit through gutters and downspouts and drains located on other units.

(b) For the purpose of supporting a roof of any of the units which attaches to the roof of any other unit.

(c) For the purpose of keeping, maintaining, restoring and repairing in its original location any line, conduit, facility or meter used for the purpose of providing sewage, electrical power, gas and water or telephone service and cable television to any improvements located on the property subject to this Declaration.

(d) For the purpose of ground surface drainage by sales and/or indentations on the surface.

All easements and rights herein established shall run with the land, inure to the benefit of, and be binding upon Declarant, the

Association, their successors and assigns, and any Owner, purchaser, mortgagee or other person having interest in any unit, whether or not such easements are mentioned or described in any deed of conveyance, and the successors, heirs and assigns or each. This Article shall not be applicable to single family residences.

ARTICLE XI

ENFORCEMENT

The Association, acting by and through its Board and Members, 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 covenants, conditions and restrictions set forth above, in addition to any ordinary legal action for damages. The failure of any party to enforce any of the covenants, conditions and restrictions set forth herein at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter.

ARTICLE XII

RELEASE, MODIFICATION AND AMENDMENT

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with and binding the land subject to this Declaration, and shall remain in full force and effect for a term of 20 years from the date this Declaration is recorded, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten years each. Upon the affirmative vote of ninety percent (90%) of the outstanding total votes of Class A and Class B members, 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 Developer retains the right to amend this Declaration, in its sole discretion, as it may relate to land added pursuant to this Declaration. Provided however, that after the Developer and its assigns have no further right, title or interest in or to the real property encumbered or to become encumbered hereby, this Declaration may be amended by the affirmative vote of two-thirds (2/3) of Owners. Any agreement modifying, changing or cancelling these restrictions shall become effective upon the date of its recording in the Office of the Register of Deeds of Johnson County, Kansas.

ARTICLE XIII

ADDITIONAL LANDS

Developer, at its discretion, may from time to time add to Wynnefield such land as now or hereinafter owned or approved for addition by it, provided that the land so added to shall at that time be bound by all of the terms of this Declaration and all amendments thereto.

ARTICLE XIV

GENERAL PROVISIONS

1. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the annual assessment funds, or for injury or damage to person or property caused by the elements or

resulting from water which may leak or flow from any portion of the common areas and all recreational and other common facilities, or from any wire, pipe, drain, conduit, or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, or articles which may be stored upon the common areas and all recreational and other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas and all recreational and other common facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his unit or single family residence, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions and restrictions set forth in this Declaration, but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration, or against such sold or otherwise transferred property.

3. Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid.

4. Separability. Invalidation of any provision or restriction set forth herein or any part thereof by an order, judgment or decree of any court of law or equity, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain and continue in full force and effect.

5. Captions. The captions contained in this Declaration are for convenience only, and are not a part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

6. Notice Procedures. Whenever the Board of Directors is required hereunder to submit any matter to a vote of the membership, or when a public hearing of the membership is required before the Board may act upon any matter, the following procedures shall govern:

(a) Notice of the meeting shall be given to each member which shall be accomplished by delivering one copy of the notice to each unit or single family residence and mail notice to the Owners of vacant or leased units or single family residences. A signed statement by the Secretary of the Association stating the notice requirement has been met shall be presumptive proof that this section has been satisfied.

(b) The notice shall set forth the time and place of the meeting, the subject to be considered, and the action required of the members.

(c) Notice shall be given as prescribed not less than five days prior to the meeting but not more than 30 days. If notice is mailed, the date of mailing shall count as the first day of the notice period.

7. Governing Effect. The Declaration as amended shall supersede and its provisions shall be controlling to the extent there is any conflict in terms contained in the Bylaws or Rules and Regulations of the Association.

**OPTION TO EXCLUDE APPLICABILITY
OF THE TERMS AND CONDITIONS OF THE FOREGOING
DECLARATION TO CERTAIN REAL PROPERTY
TO WHICH SAID DECLARATION APPLIES**

It is expressly agreed and stipulated that the legal owner of all of the real property described herein, BMW Communities, Inc., shall have the power to waive any or all of the restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved and under the ownership of BMW Communities, Inc.

IN WITNESS WHEREOF, BMW Communities, Inc., a Kansas corporation, being the Declarant herein, has caused this instrument to be executed in its name and on its behalf by its president duly authorized thereunto this 18th day of August, 1993.

BMW COMMUNITIES, INC.
a Kansas corporation

By: Richard D. Mather
RICHARD D. MATHER Sec

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

On this 18th day of AUGUST, 1993, before me appeared RICHARD D. MATHER, to me personally known, who, being by me duly sworn did say that he is the vice president of BMW COMMUNITIES, Inc., a Kansas corporation, and that said instrument was signed on behalf of said corporation by authority of its Bylaws and the said VICE PRESIDENT, acknowledged said instrument to be the free act and deed of said corporation.


Notary Public MELANIE G. BOWMAN

My Commission Expires:

JANUARY 19, 1997

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EXHIBIT A

Description:

Beginning at the Northwest corner of the Southwest One-Quarter of Section 8-14-25; thence South 00 degrees 01 minutes 29 seconds West along the West line of said Southwest One-Quarter a distance of 431.68 feet to a point; thence South 89 degrees 58 minutes 31 seconds East a distance of 60.00 feet to a point said point being the True Point of Beginning; thence South 60 degrees 57 minutes 43 seconds East a distance of 122.11 feet to a point; thence North 29 degrees 17 minutes 17 seconds East a distance of 50.88 feet to a point; thence North 54 degrees 54 minutes 08 seconds East a distance of 25.44 feet to a point; thence South 60 degrees 42 minutes 43 seconds East a distance of 55.00 feet to a point; thence North 65 degrees 35 minutes 15 seconds East a distance of 92.97 feet to a point; thence North 78 degrees 47 minutes 28 seconds East a distance of 81.58 feet to a point; thence South 06 degrees 37 minutes 54 seconds East a distance of 122.11 feet to a point; thence South 13 degrees 51 minutes 16 seconds East a distance of 125.03 feet to a point; thence North 76 degrees 08 minutes 44 seconds East a distance of 75.00 feet to a point; thence South 64 degrees 55 minutes 30 seconds East a distance of 47.40 feet to a point; thence South 89 degrees 58 minutes 31 seconds East a distance of 55.00 feet to a point; thence South 00 degrees 01 minutes 29 seconds West a distance of 519.93 feet to a point; thence North 89 degrees 58 minutes 32 seconds West a distance of 580.00 feet to a point; thence North 00 degrees 01 minutes 29 seconds East a distance of 737.41 feet to a point said point being the True Point of Beginning, and containing 8.785 acres, more or less.

Also known as Lots 1 through 39, inclusive, and Tract "A", WYNNEFIELD, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.