

This booklet contains printed copies of actual documents that have been fully executed and recorded by the Register of Deeds for Johnson County, Kansas.

The developer has established this Homes Association and Declaration of Restrictions in the hope that they will contribute to a well-planned and organized community that is an attractive and enjoyable place to live, both now and in the future.

July, 1975

**BYLAWS OF
THE COLONY WOODS HOMES ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

Section 1. Principal Office. The principal office for the transaction of the business of the corporation is hereby located at 8100 Monrovia, Lenexa, Johnson County, Kansas. The board of directors is hereby granted full power and authority to change said principal office from one location to another.

Section 2. Other Offices. Branch or subordinate offices may at any time be established by the board of directors at any place or places where the corporation is qualified to do business.

**ARTICLE II
MEMBERSHIP**

Section 1. Membership in the corporation shall be composed of all the owners of land which is subject to the Homes Association Declaration recorded in Volume 1041, at Page 987, in the office of the Register of Deeds of Johnson County, Kansas as amended together with the owners of any other land which may from time to time be made subject to the terms and provisions of said declaration.

Section 2. Membership in the corporation shall be limited to the owners of land within the boundaries of Colony Woods subdivision, as shown on the plat of said subdivision, recorded in the office of the Register of Deeds of Johnson County, Kansas, in Book. 37 of Plats, at Page 38; except that if the Association combines or unites with another or other associations similarly organized, operating on a similar basis and having jurisdiction of land in Johnson County, Kansas, members of such other or other associations may become members of this corporation.

Section 3. The members of the corporation shall be the sole judge of the qualifications of its members and of their rights, to participate in the corporation's meetings and proceedings.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Place of Meetings. All annual meetings of the corporation shall be held at a location in or near the subdivision of land in Johnson County known as Colony Woods. Such location shall be determined by the board of directors of the corporation pursuant to authority hereinafter granted to said board. All other meetings of members shall be held either at the principal office or at any other place within or without the State of Kansas which may be designated either by the board of directors pursuant to authority hereinafter granted to said board, or by the written consent of all members entitled to vote thereat, given either before or after the meeting and filed with the secretary of the corporation; provided, however, that no change in the time or place of the meeting shall be made

within twenty (20) days next before the day on which an election of directors is to be held.

Section 2. Annual Meetings. The annual meetings of members shall be held on the first Tuesday of January each year at 9:00 o'clock a.m. of said day beginning the first Tuesday of January, 1978, provided, however, that should said day fall upon a legal holiday, then any such annual meeting of shareholders shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday. At such meetings directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the power of the members.

Written notice of each annual meeting shall be given to each member entitled to vote, either personally or by mail or other means of written communication charges prepaid, addressed to such member at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If a member gives no address, notice shall be deemed to have been given if sent by mail or other means of written communication addressed to the place within the subdivision where the member's land is situated, or if published at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each member entitled thereto not less than ten (10) days nor more than fifty (50) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by statute. If this bylaw as to the time and place of election of directors is changed, such notice shall be given to members at least twenty (20) days prior to such meeting.

Section 3. Waiver of Notice. The transactions of any meeting of the members, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the members present or not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4. Special Meetings. Special meetings of the members for any purpose or purposes whatsoever, may be called at any time by the president or by the board of directors, or by a group of members comprising not less than one-fifth of the membership of the corporation. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notices of any special meeting shall specify, in addition to the place, day and hour of such meeting, the general nature of the business to be transacted.

Section 5. Adjourned Meetings and Notice Thereof. Any members' meeting annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the members, who are present in person, but in the absence of a quorum, no other business may be transacted at such meeting.

When any members' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 6. Voting. The treasurer of the corporation shall record and compile a list of all landowners who have paid the annual assessment as provided for in the Homes Association Declaration. This list shall be compiled thirty-five (35) days after the assessment has been made. Upon compilation of said list the treasurer shall certify the list and submit it to the president.

From the certified list submitted by the treasurer, the president shall determine those members who are eligible to vote at the annual meeting. Only those members who are current in the payment of their annual assessments shall be entitled to vote at the annual meetings or at any special meetings, which may be called.

In the event a member has not paid his annual assessment within thirty-five (35) days after the assessment has been made, but he pays it prior to the annual meeting or any special meeting then he will be entitled to vote upon certification by the treasurer that he has paid his current annual assessment and is not delinquent for past assessments.

Regardless of the ownership of a lot, whether it is owned by a corporation or by individuals, whether it is owned in joint tenancy, tenancy in common or single, each lot which has had all assessments paid shall be entitled to one (1) and only one vote. In the event a member owns and has paid all assessments or more than one (1) lot, he shall be entitled to a number of votes equal to the number of lots on which he has paid all assessments.

Section 7. Quorum. The presence in person of a majority of the persons entitled to vote at any meeting shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 8. Consent of Absentees. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present in person and if, either before or after the meeting, each of the members entitled to vote, not present in person signs a written waiver of notice, or a consent to the holding of such meeting, or, an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Action Without Meeting. Any action which, under any provision of the Kansas-General Corporation Code, may be taken at a meeting of the members, may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary of the corporation, or such other procedure followed as may be prescribed by statute.

ARTICLE IV DIRECTORS

Section I. Powers. Subject to limitations of the articles of incorporation, of the bylaws, and of the Kansas General Corporations Code as to action which shall be authorized or approved by the members, and subject to the duties of directors as prescribed by the bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the board of directors.

Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to-wit:

First: To select and remove all the other officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or the bylaws, fix their compensation, if any, and require from them security for faithful service.

Second: To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, or with the articles of incorporation or the bylaws, as they may deem best.

Third: To change the principal office for the transaction of the business of the corporation from one location to another within the same county as provided in ARTICLE I, Section 1, hereof; to fix and locate from time to time one or more subsidiary offices of the corporation within or without the State of Kansas as provided in ARTICLE I, Section 2 hereof.

Fourth: To designate any place within or without the State of Kansas for the holding of any members' meeting provided the annual meetings shall be held on or near the principal place of business; and to adopt, make and use a corporate seal, and to alter the form of such seal from time to time, as in their judgment they may deem best, provided such seal shall at all times comply with the provisions of law.

Fifth: To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

Sixth: To appoint an executive committee and other committees, and to delegate to such committees any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal bylaws. Any such committee shall be composed of two or more directors.

Seventh: To make, adopt and publish rules and regulations governing the use of any properties owned by the corporation and the personal conduct of any person thereon, and in the event of the breach of such rules and regulations the directors may, in their discretion, suspend the rights and privileges of any such person for violation of such rules and regulations for a period not exceeding thirty (30) days.

Section 2. Number and Qualification of Directors. The authorized number of directors of the corporation shall be three until changed by amendment to this bylaw. In no event shall the number be reduced to less than one, nor shall the number be increased to more than three until there is an amendment to the articles of incorporation, which limits the number of said directors to a maximum of three. Directors need not be members. A director shall be deemed qualified as such when he shall have been elected as hereafter provided and when he shall have filed with the secretary written acceptance of his election and not before.

Section 3. Election and Term of Office. The directors shall, be elected at each annual meeting of members but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of members held for that purpose as soon thereafter as conveniently may be. All directors shall hold office until

their respective successors are elected. A director can be removed from office at any time for good cause, however, by a majority vote of the members, he may be removed without cause by a majority vote of the members.

Section 4. Vacancies. Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the members.

A vacancy or vacancies in the board of directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail at any annual or special meeting of shareholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting or if any director or directors elected shall fail to qualify as such, by filing written acceptance of such election.

The members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the board of directors accepts the resignation of a director rendered to take effect at a future time, the board or the members shall have power to elect a successor to take office when the resignation is to become effective. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 5. Place of Meeting. Regular meetings of the board of directors shall be held at any place within or without the State of Kansas which has been designated from time to time by resolution of the board or by written consent of all members of the board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation. Special meetings of the board may be held either at a place so designated or at the principal office.

Section 6. Organizational Meeting. Immediately following each annual meeting of members, the board of directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 7. Other Regular Meetings. Other regular meetings of the board of directors shall be held without call at such time, as the board of directors may from time to time designate; provided, however, should said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the board of directors is hereby dispensed with.

Section 8. Special Meetings. Special meetings of the board of directors, for any purpose or purposes shall be called at any time by the president or, if he is absent or unable or refuses to act, by the secretary or by any two directors. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United-States mail or delivered to the telegraph company in the place in which the principal office of the corporation is located at least forty-eight. (48) hours

prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 9. Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

Section 10. Waiver of Notice. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors present or not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. Quorum. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, unless a greater number be required by law or by the articles of incorporation. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

Section 12. Adjournment. A majority of the directors present may adjourn any directors' meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the board.

Section 13. Fees and Compensation. Directors shall not receive any stated salary for the services as directors, but, by resolution of the board, adopted in advance of the meetings for which payment is to be made, a fixed fee, with or without expenses of attendance, may be allowed one or more of the directors for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

Section 14. First Board of Directors. The first board of directors shall be appointed by the board of directors of The Colony Woods Homes Association, Inc., a Kansas corporation. The first board of directors shall have a term of office beginning on the date of each member's acceptance and ceasing when their respective successors are elected. The first board of directors shall have all the rights, duties and responsibilities of a board of directors elected at a meeting of the members.

ARTICLE V OFFICERS

Section 1. Officers. The officers of the corporation shall be a president (who must also be a director), a secretary and a treasurer. The corporation may also have, at the discretion

of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries and one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this ARTICLE V. The president, secretary and treasurer may be the same person, but if there is appointed a vice president, such person may hold two offices, but may not hold the three offices of vice president, secretary and treasurer. No one shall be eligible to the office of president who is not a director and any such officer who ceases to be a director shall cease to hold office as president as soon as his successor is elected and qualified.

Section 2. Election. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this ARTICLE V shall be chosen annually by the board of directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. The treasurer, within a reasonable time after his appointment, shall be required to give bond indemnifying the corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, or other act of fraud or dishonesty, in a sum and with such sureties as may be acceptable from time to time to the board of directors. Such bond, if issued by other than a corporate surety, shall be renewed at least every three years.

Section 3. Subordinate Officers, Etc. The board of directors may appoint such other officers as the business of the corporation may require, each of whom shall have such authority and perform such duties as are provided in these bylaws or as the board of directors may from time to time specify, and shall hold office until he shall resign or shall be removed or otherwise disqualified to serve.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the board, or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the bylaws for regular appointments to such office.

Section 6. Chairman of the Board. The chairman of the board, .if there shall be such an officer, shall, if present, preside at all meetings of the board of directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by these bylaws.

Section 7. President. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the members and, in the

absence of the chairman of the board, at all meetings of the board of directors. He shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.

Section 8. Vice President. In the absence or disability of the president, the vice president or vice presidents, if there be such an officer or officers, in order of their rank as fixed by the board of directors, or if not ranked, the vice president, designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or these bylaws.

Section 9. Secretary. The secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the board of directors may order, of all meetings of directors and members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of members present at members' meetings and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal office, a membership roster showing the names of the members and their addresses.

The secretary shall give, or cause to be given, notice of all the meetings of the members and of the board of directors required by these bylaws or bylaw to be given, and he shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

Section 10. Treasurer. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be open to inspection by any director.

The treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer, and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

ARTICLE VI MISCELLANEOUS

Section 1. Record Date. The board of directors may fix a time in the future as a record date for the determination of the members entitled to notice of and to vote at any meeting of members. The record date so fixed shall be not more than fifty (50) days prior to the date of the meeting or event for purposes of which it is fixed. When a record date is so fixed, subject to Article III, Section 6, only members who are such of record on that date are entitled to notice of and to vote at the meeting.

Section 2. Inspection of Corporate Records. The books of account, and minutes of proceedings of the members and the board of directors and of executive committees of directors shall be open to inspection upon the written demand of any member at any reasonable time, and for a purpose reasonably related to his interests as a member and shall be exhibited at anytime when required by the demand at any members meeting of ten percent (10%) of the members represented at the meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make abstracts. Demand of inspection other than at a members' meeting shall be made in writing upon the president, secretary, assistant secretary or general manager of the corporation.

Section 3. Checks, Drafts, Etc. The funds of the corporation shall be deposited in such bank or trust company as the directors shall designate. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 4. Annual Report. No annual report to members shall be required, but the board of directors may cause to be sent to the members reports in such form and at such time as may be deemed appropriate by the board of directors.

Section 5. Contracts, Deeds, Etc., How Executed. The board of directors, except as in these bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount; provided, however, that any deeds or other instrument conveying lands or any interest therein shall be executed on behalf of the corporation by the president or vice president, if there be one, or by any agent or attorney so authorized under letter of attorney or other written power which was executed on behalf of the corporation by the president or, vice president.

Section 6. Inspection of Bylaws. The corporation shall keep in its principal office for the transaction of business the original or a copy of these bylaws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the members at all reasonable times during office hours.

**ARTICLE VII
AMENDMENTS**

Section 1. Power of Members. New bylaws may be adopted or these bylaws may be amended or repealed by the vote of a majority of the members of the corporation entitled to vote or by the written assent of such members, except as otherwise provided by law or by the articles of incorporation.

Section 2. Power of Directors. Subject to the right of members as provided in Section 1 of this ARTICLE VII to adopt, amend or repeal bylaws, bylaws may be adopted, amended, or repealed by the board of directors at any regular or special meeting thereof; provided, however, that the time and place fixed by the bylaws for the election of directors shall not be changed within sixty (60) days next preceding the date on which such elections are to be held. Notice of any amendment of the bylaws by the board of directors shall be given to each stockholder having voting rights within ten (10) days after the date of such amendments by the board.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting secretary of The Colony Woods Homes Association, Inc., a Kansas corporation; and

(2) That the foregoing bylaws, comprising of 12 pages, constitute the original bylaws of said corporation as duly adopted at the first meeting of the incorporators thereof duly held.

IN TESTIMONY WHEREOF, I have hereunto subscribed -my name, and affixed the seal of the said corporation this _____ day of _____, 19__.

REFILED
1019981

DECLARATION OF RESTRICTIONS
TO
COLONY WOODS

WHEREAS, Realco Kansas Three, Inc., a Missouri corporation authorized to do business in the State of Kansas and Bodine Ashner Builders, Inc., a Kansas corporation, (hereinafter referred to as "Developer"), are the owners and proprietors of COLONY WOODS, a subdivision in Johnson County, Kansas, which plat was recorded in the office of the Register of Deeds of Johnson County, Kansas in Book 37 of Plats at Page 38, 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:

All of Lots 1 to 22, both inclusive, Block 1
All of Lot 3, Block 2
All of Lots 1 to 8, both inclusive, Block 5
All of Lots 1 to 9, both inclusive, Block 6

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.

DEFINITION OF TERMS USED

For the purpose of these restrictions, the word "Developer" shall mean Realco Kansas Three, Inc. and Bodine Ashner Builders, Inc.

The word "street" shall mean any street, road, drive or avenue of whatever name, as shown on said plat of Colony Woods.

The word "outbuilding" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any lot as platted, or any tract or tracts 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. A 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.

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

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ADD BOOK AND PAGE
OF PLAT TO FIRST
PARAGRAPH.

and the construction of residences and improvements thereon for a period of time ending on April 1, 2000, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION I. 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 to maintain a residential real estate sales office upon any of the herein restricted lots owned by it for the purpose of promoting, advertising for sale, showing, and selling lots, either improved or unimproved, within Colony Woods.

SECTION II. REQUIRED HEIGHT OF RESIDENCES

Any residence erected on any of the lots hereby restricted shall not be more than two (2) stories in height, provided, however, that a residence more than two (2) stories in height may be erected thereon with the consent in writing of the Developer.

SECTION III. FRONTAGE OF RESIDENCES ON STREETS

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.

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 IV. SETBACK OF RESIDENCES FROM STREET

(a) 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 Colony Woods, 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, 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 side building line of the house as erected.

(b) Those parts of the residence which may project to the front of and be nearer to the front street and the side streets than the front building lines and the side 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, spoutings, 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 four (4) 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) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed six (6) feet; on corner lots unenclosed, covered porches, balconies and porte cocheres may project beyond the side building lines not to exceed six (6) feet.

(5) Cantilever Projections: Upper stories on any dwelling may project

beyond the front building lines and the side building lines not to exceed three (3) feet.

SECTION V. REQUIRED SIZE OF RESIDENCE

Any residence erected on any lot in Colony Woods shall contain a minimum of one thousand five hundred (1,500) square feet of enclosed floor area, 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 nine hundred (900) square feet of such enclosed floor area on the first floor thereof.

The words "enclosed floor area" as used herein 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.

The Developer reserves the absolute and incontestable right to determine whether the enclosed floor area of any split-level or bi-level residence (as distinguished from traditional one and one-half (1 1/2) or two (2) story residences) , and/or the enclosed floor area on the first floor thereof, 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 VI. 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 IV, 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, 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 VII. RIGHT TO APPROVE PLANS

No building shall be erected, placed or altered on any building plot 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 five members:

Leo Ashner, 7914 Quivira, Lenexa, Kansas
Robert Cline, 7914 Quivira, Lenexa, Kansas
Gary Corser, 8121 Halsey, Lenexa, Kansas
Kent F. Turner, BMA Tower, Kansas City, Missouri
Dorothy L. Ashner, 7914 Quivira, Lenexa, Kansas

Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Four exterior elevations delineating front elevation, back elevation, and both side elevations.
- (b) A site plan of the house as it will sit on the lot.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- (e) A landscape plan showing proposed planting for the yard.
- (f) A schedule of exterior colors to be used.

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 submitted in duplicate and shall be signed by the party requesting its approval.

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, 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 building or the making of such alteration, has been commenced prior to the completion thereof, such approval will not required and this covenant will be deemed to have been fully complied with. Neither members of such Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of ninety percent (90) 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.

Anything in this Declaration of 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 the provisions of Sections IV and VI herein, and the relation of the top of the foundation thereof to the street level.

SECTION VIII. 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 IX. REQUIRED BUILDING MATERIALS

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, masonite, or a combination thereof. Manufactured stone and lava rock for exterior wall, is prohibited. Windows, doors and louvers shall be of wood or colored metal and glass. Roofs shall be covered with wood shingles, wood shakes, slate or tile. Any building product, which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Architectural Control Committee. All wood and masonite exteriors, except roof, and shake sidewalls shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Architectural Control Committee.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six 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.

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 fine, 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 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 enforcements of such liens.

SECTION X. SODDED YARDS

The entire front, rear and side yards of every lot in Colony Woods and the unpaved portions of street casements contiguous thereto, shall be sodded with bluegrass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for such original sodding without the consent in writing of the Architectural Control Committee.

SECTION XI. OUTBUILDING PROHIBITED

No building or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

SECTION XII. FENCES, WALLS AND SHRUBS

No fence, wall, shrub or hedge shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without written approval as to material, design, shape, location, species and height by the Architectural Control Committee and 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, wall, hedge or shrub that violates Section VIII hereof.

SECTION XIII. ABOVE GROUND SWIMMING POOLS PROHIBITED

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

SECTION XIV. 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 XV. OUTSIDE ANTENNAS PROHIBITED

No radio or television antennas may be kept or maintained on any of the lots hereby restricted except within tile confines of a dwelling unit erected thereon.

SECTION XVI. 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 XVII. BILLBOARDS PROHIBITED

No signs, advertisements, billboards, 01- 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 two (2) advertising boards on each lot or tract as sold and conveyed, which advertising boards shall not be more than six (6) square feet in size 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.

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

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.

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.

SECTION XIX. YARD LIGHTS REQUIRED

No residence upon any of the lots hereby restricted shall be occupied until a yard

light has been erected and installed in the front of each such residence. The Architectural Control Committee shall have complete discretion in regard to the size of said light, its design and location upon each lot and must approve in writing said design, size and location of each yard light proposed to be used. All yard lights shall be powered by electricity and shall be controlled by a photoelectric cell which will automatically turn said lights on at dusk and off at twilight, and said yard lights shall be maintained by the respective owners of the lots hereby restricted said maintenance to include replacement of bulbs, repair or replacement of photoelectric cells, repair or replacement of wiring or the fixture itself as and when required so as to be continually and completely operational.

SECTION XX. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot of Colony Woods.

SECTION XXI. 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 April 1, 2000, and shall automatically be continued thereafter for successive periods of twenty-five (25) 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 April 1, 2000, or at the end of any successive five-year (5) period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to March 21, 2000 or at least ten (10) days prior to the expiration of any successive five-year (5) period after April 1, 2000.

SECTION XXII. 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 and expressly for that

said corporation; and J. S. Jennings, Asst. Secretary of said corporation duly acknowledge the attestation of the same as such Secretary, for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation.

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

Patty Monteil
Notary Public

My Commission Expires:
6-27-98

BODINE ASHNER BUILDERS, INC.
Leo E. Ashner
President

ATTEST:

Dorothy L. Ashner
Secretary

State of KANSAS)
) ss
County of JOHNSON)

BE IT REMEMBERED, That on this 5th day of June, 1975, before me the undersigned, a Notary Public in and for the said County and State came Leo E. Ashner President of Bodine Ashner Builders, and Dorothy J. Ashner Secretary of said corporation, who are personally known to me to be the same persons who executed the within instrument of writing as President and Secretary, respectively, and said Leo E. Ashner as President of said corporation, duly acknowledge the execution of the same as President of said corporation; and Dorothy J. Ashner, Secretary of said corporation duly acknowledge the attestation of the same as such Secretary, for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation.

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

Eunice E. Miller
Notary Public

My Commission Expires:
June 9, 1975

REFILED
HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made this 5th day of June 1975 by Realco Kansas Three, Inc, and Bodine Ashner Builders, Inc, , (hereinafter referred to as "Developer") ,

WITNESSETH:

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

All of Lots 1 to 22, both inclusive, Block 1

All of Lot 3, Block 2

All of Lots 1 to 8, both inclusive, Block. 5

All of Lots 1 to 9, both inclusive, Block 6

All of the above described land located in Colony Woods shown on the plat of Colony Woods, a subdivision of land in Johnson County, Kansas which plat was recorded in the office of the Register of Deeds of Johnson County, Kansas in Book 37 of Plats at Page 38, and

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 Colony Woods as shown on the recorded plat thereof, to the covenants, charges und assessments set forth und contained in this Declaration, subject., however, to the limitations hereinafter specified.

DEFINITIONS OF TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above as shown on said plat of Colony Woods. 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 subject to the terms of this Declaration, including any future modifications thereof. The term "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. The term "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, The term "owner" as used herein shall mean those persons or corporations who may from time to time own the land within the district., The word "Developer" shall mean and refer to Realco Kansas Three, Inc. , a Kansas corporation and Bodine

Ashner Builders, Inc. , a Kansas corporation, The word "lot" may mean either any lot as platted, or any tract or tracts 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. A 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, The word "common area"

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

SECTION 1. 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 COLONY WOODS HOME ASSOCIATION". The Association shall be incorporated under the laws of the State of Kansas as a corporation not for profit. 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 2. VOTING RIGHTS

The Colony Woods Homes Association, Inc. shall have two classes of voting membership, as follows:

- (a) Class A. Each owner, with the exception of the Developer, of a lot in Colony Woods, a subdivision in the City of Lenexa, Johnson County., Kansas shall be a Class A member. Each Class A member shall be entitled to one 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 anyone lot.
- (b) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to nine (9) votes for each lot within the district in which the said Developer holds fee simple title.

SECTION 3. 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 4. USE OF COMMON AREAS

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 Colony Woods or as may be designated on subsequent plats of Colony Woods or as may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas by the Developer.

THE COLONY WOODS HOMES 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 5. 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 6. 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:

(1) To enforce, either in its own name or in the name of any owner within the district, any or all building 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 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.

(2) To manage and control as trustee for its members all public streets, sidewalks, and other public places shown on the plat of Colony Woods, 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.

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

(4) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public source.

(5) 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.

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

(7) 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.

(8) 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.

(9) 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.

(10) 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.

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

(12) 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.

(13) To levy and collect the assessments which are provided for in this Declaration.

(14) 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 Colony Woods, or created by separate instrument from land included as part of said Colony Woods, or designated as common area on the plat of any additional land which may later be added to the district as provided in Section 4 hereof.

SECTION 7. METHOD OF PROVIDING GENERAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all 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, which said assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of Colony Woods 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 \$180.00 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.

(2) The maximum annual assessment upon each lot as aforesaid may be increased by an amount not exceeding one hundred percent (100%) of the \$180.00 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 \$180.00 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.

(3) Unless the increases provided for in Paragraph (2) of this Section 7 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 (4) of this Section 7 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) 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 aboard selected by the said District Court, both under the provisions of this paragraph.

(5) Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (2) or Paragraph (4) of this Section 7 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.

(6) The first assessment shall be for the calendar year beginning January 1, 1976, and it shall be fixed and levied prior to December 1, 1975, and shall be payable on January 1, 1976 and on January 1 of each year thereafter. 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 anyone 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. Prior to the first assessment hereinabove provided for, if the Trustee shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a pro-rata basis for the period of time ending December 31, 1975. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(7) 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.

(8) The owner, of each lot subject to the assessment as herein provided in subparagraph (1) of this Section 7 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 right of said Association otherwise herein granted.

SECTION 8. LIEN ON REAL ESTATE

(1) The assessment provided for herein 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 per cent (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.

(2) On or after February 1st of each year, beginning February 1, 1976 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 suit for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file 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.

(3) 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 9. EXPENIDITURES 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 10. 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 11. 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 all of the rights, reservations, and privileges reserved by it in this Section 11, 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 12. 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 13. 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 14. 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 15. 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, by authority of its Board of Directors, has caused these presents to be executed by its President and Secretary, and its corporate seal to be hereto affixed this 5th day of June, 1975.

REALCO KANSAS THREE, INC.

By: Kent F. Turner
Vice-President

ATTEST:
J.S. Jennings
Secretary

BODINE ASHNER BUILDERS, INC.
Leo E. Ashner
President

ATTEST:
Dorothy L. Ashner
Secretary

State of MISSOURI)
) ss
County of JACKSON)

BE IT REMEMBERED, That on this 5th day of June, 1975, before me the undersigned, a Notary Public in and for the said County and State came Kent F. Turner Vice-President of Realco Kansas Three, Inc., and J. S. Jennings Asst. Secretary of said corporation, who are personally known to me to be the same persons who executed the within instrument of writing as President and Secretary, respectively, and said Kent F. Turner as acting President of said corporation, duly acknowledge the execution of the same as President of said corporation; and J. S. Jennings, Asst. Secretary of said corporation duly acknowledge the attestation of the same as such Secretary, for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Patty Monteil
Notary Public

My Commission Expires:
6-27-98

BODINE ASHNER BUILDERS, INC.
Leo E. Ashner
President

ATTEST:

Dorothy L. Ashner
Secretary

State of KANSAS)
) ss
County of JOHNSON)

BE IT REMEMBERED, That on this 5th day of June, 1975, before me the undersigned, a Notary Public in and for the said County and State came Leo E. Ashner President of Bodine Ashner Builders, and Dorothy J. Ashner Secretary of said corporation, who are personally known to me to be the same persons who executed the within instrument of writing as President and Secretary, respectively, and said Leo E. Ashner as President of said corporation, duly acknowledge the execution of the same as President of said corporation; and Dorothy J. Ashner, Secretary of said corporation duly acknowledge the

attestation of the same as such Secretary, for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation.

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

Eunice E. Miller
Notary Public

My Commission Expires:
June 9, 1975

DECLARATION OF RESTRICTIONS
TO
COLONY WOODS

THIS DECLARATION made this 18th day of November, 1975, by REALCO KANSAS THREE, INC., a Missouri corporation authorized to do business in the state of Kansas, and BODINE ASHNER BUILDERS, INC., a Kansas corporation, (hereinafter referred to as "Developer"), and Robert E. Bodine, Ellis Developers, Inc., Huston & Dean, Inc., Stratford Building Company and Wooldridge Construction Company, Inc.:

WITNESSETH:

WHEREAS, by a Declaration of Restrictions dated June 5, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 11, 1975 as document No. 1019984 in Book 1038 at Page 623 and recorded on June 25, 1975 as Document No. 1020788 in Book 1041 at Page 978, the Developer caused a certain tract of land which is particularly described in said capital restriction, to be bound by certain restrictions; and WHEREAS, by the provisions of said Declaration of Restrictions and particularly Section 19 thereof, certain requirements were made in regard to the installation and maintenance of yard lights upon such land as therein more specifically set out; and:

WHEREAS, the Developer and Robert E. Bodine, Ellis Developers, Inc., Huston & Dean, Inc., Stratford Building Company and Wooldridge Construction Company, Inc., said parties constituting all of the owners of the land described in said capital restriction and herein above referenced; and

WHEREAS, said Developer and Robert E. Bodine, Ellis Developers, Inc., Huston & Dean, Inc., Stratford Building Company and Wooldridge Construction Company, Inc. are now desirous of deleting Section 19 of said capital restrictions therefrom.

NOW, THEREFORE, Realco Kansas Three, Inc., a Missouri corporation and Bodine Ashner Builders, Inc., a Kansas corporation, ("Developer") and Robert E. Bodine, Ellis Developers, Inc., Huston & Dean, Inc., Stratford Building Company and Wooldridge Construction Company, Inc. by virtue of their ownership of the above described property do hereby amend the Declaration of Restrictions to Colony Woods dated June 5th, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 11, 1975 as Document No. 1019984 in Book 1038 at Page 623 and rerecorded on June 25, 1975 as Document No. 1020788 in Book 1041 at Page 978 by deleting in it entirety the following language:

"SECTION XIX. YARD LIGHTS REQUIRED

No residence upon any of the lots hereby restricted shall be occupied until a yard light has been erected and installed in the front of such residence. The Architectural Control Committee shall have complete discretion in regard to the size of said light, it's designed and location upon each lot and must approve in writing said design, size and location of each yard light proposed to be used. All yard lights shall be powered by electricity and shall be controlled by a photoelectric cell which will automatically turn on said lights at dusk and off at twilight, and said yard lights shall be maintained by the respective owners of the lots hereby restricted said maintenance to include replacement of bulbs, repair or replacement of photoelectric cells, repair or replacement of wiring of the fixture itself as and when required so as to be continually and completely operational."

and do hereby release the land therein described from the provisions of said Section 19 entitled "Yard Lights Required".

The undersigned owners do hereby affirm and rededicate all of the land described within said capital Declaration of Restrictions to Colony Woods to each and every provision of said capital restrictions save and except for the said Section 19 hereby deleted and all other provisions of said capital Declaration of Restrictions shall remain unaltered, un-amended, and in full force and effect.

REALCO KANSAS THREE, INC.
By: Kent F. Turner
Vice-President

ASSIGNMENT

THIS ASSIGNMENT, made on this 29th day of October, 1979, by BMA Properties, Inc., successor to /REALCO KANSAS THREE, INC., And BODINE ASHNER BUILDERS, INC., (hereinafter jointly referred to as "Trustee").

WITNESSETH:

WHEREAS, by a Homes Association Declaration dated June 5th, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 11, 1975 as Document 1019985 in Volume 1038 at Page 532, and re-recorded on June 25, 1975 at that same office as Document No. 1021709 in Volume 1041 at Page 987, as amended by a Homes Association Declaration dated May 12, 1976 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 10, 1977 as Document No. 1111532 in Volume 1222 at Page 530, as amended by a Homes Association Declaration dated August 12, 1977 and recorded in the office of the Register of Deeds of Johnson County, Kansas, on August 12, 1977 as Document No. 1123272 in Volume 1246 at Page 365, as amended by a Homes Association Declaration dated July 12, 1973 and recorded in the office of the Register of Deeds of Johnson Count Kansas, on July 12, 1978 as Document No. 1177232, in Volume 1359 at Page 270, and specifically in Section 11 thereof, Trustee did reserve certain rights in and to itself as stated therein as Temporary Trustee for the Colony Woods Homes Association, Inc.;

And

WHEREAS, by a Declaration of Restrictions dated June 5, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 11, 1975 in Volume 1038 at Page 523 and re-recorded on June 25, 1975 at that same office, as Document No.1021708 in Volume 1041 at Page 978 as amended by the Declaration of Restrictions dated November 18, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas as Document No. 1038785 in Volume 1075 at Page 276 as amended by the Declaration of Restrictions dated May 12, 1976 and recorded in the office of the Register of Deeds of Johnson County, Kansas on May 14, 1976 as Document No. 1058025 in Volume 114 at Page 39 as amended by the Declaration of Restrictions dated May 19, 1977 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 10,1977 as Document No. 1111933 in Volume 1222 at Page 533 as

amended by the Declaration of Restrictions dated August 12, 1977 and recorded in the office of the Register of Deeds of Johnson County, Kansas on August 12, 1977 as Document No. 1123271 in Volume 1246 at Page 362, as amended by the Declaration of Restrictions dated July 12, 1978 and recorded in the office of the Register of Deeds of Johnson County, Kansas on July 12, 1978 as Document No. 1177231, in Volume 1359, at Page 276, and specifically in Section XXII thereof, Trustee did reserve in and to itself certain rights of enforcement as more specifically set out therein;

and

WHEREAS, Trustee now desires to assign, convey and transfer unto the Colony Woods Homes Association, Inc., all of the rights, reservations and privileges heretofore reserved by it in the above described documentation, and

WHEREAS, Colony Woods Homes Association, Inc. is desirous of accepting such assignment from Temporary Trustees, BMA Properties in successor to /Realco Kansas Three, Inc. and Bodine Ashner Builders, Inc.

NOW, THEREFORE in consideration of the premises, the parties hereto agree as follows:

1. That all of the rights, reservations, privileges heretofore reserved by Trustee in Section 11 of the aforescribed Homes Association Declaration to Colony Woods dated June 5, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 11, 1975 as Document 1019985 in Volume 1038 at Page 532 and re-recorded on June 25, 1975 at that same office, as Document No. 1021709 in Volume 1041 at Page 987 as amended by a Homes Association Declaration dated May 12, 1976 and recorded in the office of the Register of Deeds of Johnson County, Kansas on May 14, 1976 as Document No. 1058026 in Volume 1114 at Page 102 as amended by a Homes Association Declaration dated May 19, 1977 and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 10, 1977 as Document No. 1111532 in Volume 1222 at Page 530 as amended by a Homes Association Declaration dated August 12, 1977 and recorded in the office of the Register of Deeds of Johnson County, Kansas on August 12, 1977 as Document No. 1123272 in Volume 1246 at Page 365, as amended a Homes Association Declaration dated July 12, 1978 and recorded in the office of the Register of Deeds of Johnson County, Kansas on July 12, 1978 as Document No. 1177232, in Volume 1359, at Page 279, and those rights, reservations and privileges reserved by it in Section XXII of a Declaration of Restrictions to Colony Woods dated June 5, 1975, and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 11, 1975 in Volume 1038 at Page 523 and re-recorded on June 25, 1975 in Volume 1038 at Page 523 and re-recorded on June 25, 1975 at that same office as Document No. 1021708 in Volume 1041 at Page 978 as amended by a Declaration of Restrictions dated November 18, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas as Document No. 1038785 in Volume 1075 at Page 276 as amended by a Declaration of Restrictions dated May 12, 1975 and recorded in the office of the Register of Deeds of Johnson County, Kansas on May 14, 1976 as Document 1058025 in Volume 1114 at Page 99 as amended by a Declaration of Restrictions dated May 19, 1977, and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 10, 1977 as Document No. 1111533 in

- Volume 1222 at Page 533 as amended by a Declaration of Restrictions dated August 12, 1977 and recorded in the office of the Register of Deeds of Johnson County, Kansas on August 12, 1977 as Document No. 1123271 in Volume 1246 at Page 362, as amended by a Declaration of Restrictions dated July 12, 1978 and recorded in the office of the Register of Deeds of Johnson County, Kansas on July 12, 1978 as Document No. 1177231, in Volume 1359, at Page 276, are hereby assigned and conveyed to the Colony Woods Home Association, Inc.
2. That the Colony Woods Home Association, Inc. hereby accepts without reservation all of the said rights, reservations and privileges herein conveyed to it by the said Trustees, BMA Properties in successor to /Realco Kansas Three, Inc. and Bodine Ashner Builders, Inc.

BMA Properties, Inc Successor to
REALCO KANSAS THREE, INC.

By: Kent F. Turner
Vice President

ATTEST:
Robert Neeke
Secretary

BODINE ASHNER BUILDERS, INC.

By: Leo E. Ashner
President

ATTEST:
Dorothy L. Ashner
Secretary