

AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTONS

FOR

LOUISBURG COUNTRY ESTATES - FIRST PLAT

These Amendments are made this second day of January, 1996, to Amend Declaration of Covenants, Conditions and Restrictions for Louisburg Country Estates, First Plat, as recorded March 1, 1995 in Book 381 of Misc., page 77.

Original Declarations are hereby amended as follows:

STATE OF KANSAS - No. 29
LEASER COUNTY

THIS INSTRUMENT WAS FILED FOR RECORD
ON THE 29th DAY OF JANUARY, 1996, A.D.
IN THE 10th JUDICIAL DISTRICT, M. AND
RECORDED IN BOOK 381 OF Misc. OF LEASER
PAGE 77-78

Charles H. Heston
REGISTER OF DEEDS 10.00
BY *Jay C. Fisher*
DEPUTY
(NCTC)

ARTICLE III RESTRICTIONS

Section 4. No one Story or ranch residence shall contain less than One Thousand Four Hundred (1,400) square feet of living area (which is enclosed and finished for all year occupancy) on the ground floor level of such residence computed on the outside measurements of the residence, exclusive of garages, porches, patio areas, basements, carports, attics, breezeways and similar portions of such residence. No residence consisting of two (2) levels above ground shall contain less than One Thousand (1,000) square feet of living area (as defined above) on the first level above ground or less than a total of One Thousand Eight Hundred (1,800) square feet of living area on both of the above-ground levels. In addition to the foregoing, no house shall be less than Fifty (50) feet in length.

Section 9. A. One outbuilding, such as a storage building, may be constructed on any Lot in the District. No outbuildings shall contain more than two levels above ground and the maximum size of the enclosed first floor level of any such outbuilding shall not exceed the One Thousand Five Hundred (1,500) square feet.

B. Any outbuilding shall be situated on the Lot so as to comply with building setback requirements contained herein or elsewhere. Additionally, any outbuilding shall be located a minimum of 50 feet behind any dwelling on the same Lot and shall be at least 100 feet from any street right-of-way line.

Section 15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except as permitted by the architectural review panel or as permitted below:

A. No more than Three (3) adult dogs may be kept and maintained on each Lot. Dogs which are Fifty Percent (50%) or more American Pit Bull Terrier (commonly referred to as Pit Bulldogs) shall not be permitted.

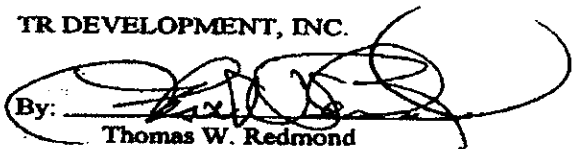
B. Non-vicious household pets shall be permitted. However, all animals and household pets shall be contained within their respective Lot areas to prevent animals from running at large. In no case shall any animals be kept, bred or maintained for any commercial purpose.

C. No more than Two (2) horses may be kept as long as they are properly stabled and fenced. Horses shall not be allowed to be pastured over septic lateral fields.

D. Ornamental birds may be permitted on Lot such as Homing Pigeons as long as they do not create a nuisance.

(Seal)

TR DEVELOPMENT, INC.

By: 

Thomas W. Redmond
President

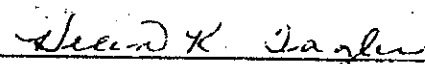
ATTEST:

Secretary

STATE OF Kansas)
COUNTY OF Miami) SS.

On this 24 Day of January, 1996, before me appeared Thomas W. Redmond, to me personally known, who being by me duly sworn, did say that he is the President of TR DEVELOPMENT, INC. a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he further acknowledged the execution of said instrument to be the free act and deed of said corporation.

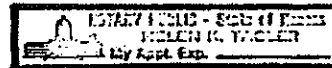
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last written above.



Notary Public Within and For
Said County And State

My Commission Expires:

May 26, 1998



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LOUISBURG COUNTRY ESTATES - FIRST PLAT

THIS DECLARATION is made on the date hereinafter set forth by
"TR DEVELOPMENT, INC.", hereinafter referred to as "Declarant."

WHEREAS, Declarant is now the owner of all of that certain
property in Miami, County of Miami, State of Kansas, described as
follows:

All property included in the Louisburg Country
Estates 1st Plat relating to property in
Section 26, Township 16(S), Range 24(E) in
Miami County, Kansas (specifically including
Lots 1 through 14 thereof), more particularly
described as follows:

All that part of the West one half of the
Southwest Quarter of Section 26, Township 16
South, Range 24 East in Miami County, Kansas
described as follows: Commencing at the
Southwest corner of said Quarter Section;
thence North 00 degrees 18 minutes 38 seconds
West along the West line of said West one half
a distance of 528.77 feet; thence North 88
degrees 15 minutes 51 seconds East (Deed reads
North 88 degrees 34 minutes 29 seconds East) a
distance of 435.73 feet to the Southeast
corner of Tract 7, said point also being the
Point of Beginning; thence North 00 degrees 18
minutes 38 seconds West a distance of 1193.42
feet; thence South 89 degrees 55 minutes 13
seconds West a distance of 435.60 feet to a
point on the West line of said Southwest
Quarter; thence North 00 degrees 18 minutes 38
seconds West a distance of 300.00 feet along
the West line of said Southwest Quarter
Section; thence North 89 degrees 55 minutes 13
seconds East a distance of 435.60 feet; thence
North 00 degrees 18 minutes 38 seconds West a
distance of 331.49 feet to a point on the
North line of said Southwest Quarter Section;
thence North 89 degrees 55 minutes 13 seconds
East along the North line of said West one
half a distance of 896.19 feet to the
Northeast corner of the West one half of said
Southwest Quarter Section; thence South 00
degrees 15 minutes 05 seconds East along the
East line of the West one half of said Quarter
Section a distance of 2099.06 feet; thence
South 88 degrees 15 minutes 51 seconds West a
distance of 894.29 feet to the Point of
Beginning. Containing 46.40 acres.

All of the foregoing real property is hereinafter referred to as
the "Properties."

NOW, THEREFORE, Declarant hereby declares that all of the
Properties shall be held, sold and conveyed subject to the

STATE OF KANSAS
MIAMI COUNTY

THIS INSTRUMENT FILED FOR RECORD
ON THE 15TH DAY OF MARCH A.D.
19 95 AT 11:44 O'CLOCK A.M. AND
RECORDED IN BOOK 381 OF MISC
PAGE 77

LINDA VAN GORP
REGISTER OF DEEDS \$88.00
Linda Van Gorp DEPUTY

following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, said Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Lot" shall mean and refer to any plots of land shown as such (including any Living Unit thereon) upon any current or future plat, recorded subdivision map, certificate of survey or other instrument relating to the Properties.

Section 3. "Declarant" shall mean and refer to TR DEVELOPMENT, INC., and its successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL

No house, residence, building, fence, wall, patio, deck, dog run or other structure shall be commenced, placed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made (including changing the paint color of the exterior thereof), until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same have been submitted to and approved in writing as to harmony of external design, quality of materials and workmanship, and location in relation to surrounding structures and topography, by the architectural review panel. Initially, the architectural review panel shall consist solely of the Declarant. At any time the Declarant (or other person or entity then acting as the architectural review panel) may transfer

its right to operate as the architectural review panel to any other person or entity designated by the Declarant or such other transferor. Without limiting the foregoing, the Declarant or other person or entity then operating as the architectural review panel specifically may transfer its right to operate as the architectural review panel to a committee composed of three (3) or more Owners of Lots and may designate that the Owners of Lots to serve on that committee shall be selected in the manner designated by the Declarant or other person or entity so designating, which may specifically include annual election by the Owners of Lots from time-to-time. Notwithstanding the foregoing, if a homes association for the Properties is formed as provided in Article IV below, and if for any reason the Declarant has ceased to constitute the architectural review panel, then upon the later to occur of formation of the homes association or Declarant no longer constituting said panel then the architectural review panel shall consist of a committee appointed by the homes association. In the event the architectural review panel then operating fails to approve or disapprove a proposal within ninety (90) days after the proposal was submitted to it, approval will not be required and this Article will be deemed to have been fully satisfied. Notwithstanding anything else contained herein, if an Owner erects any exterior addition on his Lot then the Owner of that Lot from time-to-time shall have the obligation to maintain such addition. Without limiting the generality of anything else contained herein, the architectural review panel in its sole discretion may specifically do the following:

1. Decline approval of any proposed permanent or temporary improvement on any portion of any Lot; and
2. Condition approval of any proposed permanent or temporary improvement on such conditions as the architectural review panel considers appropriate.

ARTICLE III

RESTRICTIONS

For itself, its successors and assigns and its future grantees, Declarant does hereby further declare that all of the Properties shall be and are hereby restricted as to their use in the manner hereinafter set forth:

Section 1. No Lots shall be used except for residential purposes. No single family dwelling shall exceed two and one-half (2 1/2) stories in height above ground, plus an attached private garage for at least two (2) but not more than three (3) cars, and outbuildings incidental to residential use of the premises, all as further defined herein. All residences and other buildings permitted hereby on Lots shall be initially new construction. No building shall be moved onto any Lots. The driveway of each Lot shall contain sufficient paved area for the off-street parking of at least two (2) cars, and shall extend to the edge of the pavement of the street serving the dwelling. In addition to its other powers, the architectural review panel in its discretion may specifically require that garages be side entry, and may determine when to make exceptions from that requirement. All garages facing any street, if any, must be equipped with doors which will be kept closed as much of the time as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 2. No Lot may be subdivided for any reason, and without limiting the foregoing no Lot may have an area of less than three (3) acres.

Section 3. No building shall be permitted to stand with its exterior in an incomplete or untreated condition for longer than nine (9) months after the first earth excavation is started, unless the architectural review panel has approved the exterior as one which shall be permitted to remain in an untreated condition in which case the exterior must be completed prior to said deadline. In the event of fire, windstorm or other damage, no

building shall be permitted to remain in a damaged condition longer than three (3) months.

Section 4. No one story or ranch residence shall contain less than One Thousand Five Hundred (1,500) square feet of living area (which is enclosed and finished for all year occupancy) on the ground floor level of such residence computed on the outside measurements of the residence, exclusive of garages, porches, patio areas, basements, carports, attics, breezeways and similar portions of such residence. No residence consisting of two (2) levels above ground shall contain less than One Thousand (1,000) square feet of living area (as defined above) on the first level above ground or less than a total of Two Thousand (2,000) square feet of living area on both of the above-ground levels. In addition to the foregoing, no house shall be less than Fifty (50) feet in length.

Section 5. No business structure shall be erected, or business of any nature located, on the Properties, nor shall anything be done thereon which may in the opinion of the architectural review panel be deemed a nuisance to the neighborhood.

Section 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including mechanical work on automotive or other equipment of any kind. No prohibition is contained in this section against minor repair work being accomplished in the garage of the completed residence on any Lot or within an outbuilding on any Lot.

Section 7. No cars, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition or whose presence might make an unsightly appearance shall be allowed to be parked or left on any Lot or within any street or road right-of-way at any time. No trash, old appliances, junk, garbage, or other refuse shall be allowed to accumulated on any Lot. Outside trash burning shall be permitted only in acceptable incinerators at the rear of a completed

dwelling or on Lots which are being developed or on which residences are under construction. Outside clothes lines shall be prohibited in front of any completed dwelling. No radio or television antenna, satellite dish, tower, or structure shall be located in front of any completed dwelling. The maximum height of said antennas, satellite dishes or towers, when located back of the front of a dwelling, shall not be more than ten (10) feet higher than the roof of any dwelling constructed on the Lot.

Section 8. Trash, garbage, or other waste or refuse shall not be kept except in sanitary containers in a clean and sanitary condition, and shall be at all times kept in an area not exposed to public view, except during the day or days designated for regular trash service, at which time the containers and other trash and refuse may be placed at such designated places as determined by a regularly designated trash service. All incinerators or other equipment for the storage and/or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

Section 9. A. One outbuilding, such as a storage building, may be constructed on any Lot in the District. No outbuilding shall contain more than two levels above ground and the maximum size of the enclosed first floor level of any such outbuilding shall not exceed the enclosed first floor area of the residence constructed on the same Lot.

B. Any outbuilding shall be situated on the Lot so as to comply with building setback requirements contained herein or elsewhere. Additionally, any outbuilding shall be located a minimum of 50 feet behind any dwelling on the same Lot and shall be at least 100 feet from any street right-of-way line.

C. All outbuildings shall be constructed using wood, masonry or prefinished metal panels for exterior siding. All exterior building openings shall be equipped with doors or windows so that the entire building can be closed. Attached

exterior patio covers or carports shall be acceptable but open pole-barn type structures will be strictly prohibited. The exterior surfaces of any such building shall be painted in earthtone colors (shades of brown, beige or green) and no exterior, galvanized metal panels or roofs or walls will be permitted. Roofing materials shall be painted prefabricated metal panels, wood or asphalt (composition) shingles.

D. Plans for all outbuildings, including plans showing the location of such building on the Lot, shall be submitted to the architectural review panel for review and approval prior to the start of any construction on such building.

Section 10. A. Building Lines (sometimes designated as "B.L." on the Plat) are shown on the Plat. These lines parallel street right-of-way lines and are located fifth (50) feet (measured at right angles) therefrom. The architectural review panel may establish greater setback requirements (such as a 100 foot setback requirement) and may determine which lots that requirement shall apply to. No building shall be located on any Lot so that any portion of said building encroaches beyond the building lines shown on the Plat or any applicable setback requirement established by the architectural review panel.

B. No building shall be located on any Lot nearer than forty (40) feet (measured at right angles) to any rear Lot line.

C. No building shall be located on any Lot nearer than thirty-five (35) feet (measured at right angles) to any side Lot line.

D. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one Lot to encroach upon another Lot.

E. All provisions contained in this Section shall pertain to any and all primary residences, garages, outbuildings, swimming pools and any other structures.

Section 11. No structure of a temporary character, trailer, basement, tent, shack, garage, vehicle or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 12. The keeping of a mobile home, either with or without wheels, on any part of the Properties is prohibited. A recreational vehicle, travel trailer, motor boat, house boat or other similar water-borne vehicle may be maintained, stored, or kept on any parcel in the Properties only if housed completely within a structure which has been approved by the architectural review panel or if stored behind the front line of a residence (in rear or side yard areas).

Section 13. No sign of any kind shall be displayed to the public view on any Lot except project identification signs as approved by the architectural review panel, one professional sign of not more than one square foot, one sign of not more than ten square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. The requirements of this Section shall not apply to signs installed or displayed by the Declarant.

Section 14. A. No tank or similar structure for the storage of fuel or any other fluid substance shall be installed or maintained above the surface of the ground on any of the Lots, unless said tank or similar structure is located adjacent to an approved outbuilding and is screened from view so that it cannot be seen. The location and method of screening shall be subject to review and approval of the architectural review panel prior to installation.

B. Water, electric, telephone and other utility lines shall be located underground within each Lot.

C. The Lots are included under the "Residential Incentives" program sponsored by the Kansas City Power and

Light Company (KCPL). As such, each dwelling constructed on said Lots shall be equipped with a system of "electric heat" in compliance with KCPL requirements. "Electric Heat" shall be defined as an add-on, total-electric or ground-source heat pump; forced air furnace; baseboard heating system; or through-the-wall heating system. The heating system shall be specified clearly on plans submitted to the architectural review panel for review and must be approved in writing by said committee prior to the commencement of construction of each dwelling.

Section 15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except as permitted by the architectural review panel or as permitted below:

A. No more than two (2) adult dogs may be kept and maintained on each Lot. Dogs which are Fifty Percent (50%) or more American Pit Bull Terrier (commonly referred to as Pit Bulldogs) shall not be permitted.

B. Non-vicious household pets shall be permitted. However, all animals and household pets shall be contained within their respective Lot areas to prevent animals from running at large. In no case shall any animal be kept, bred or maintained for any commercial purpose.

Section 16. A. All fences and boundary walls shall specifically be subject to approval by the architectural review panel as described herein.

B. Any fence or boundary wall erected, kept, or maintained around any Lot or any part, or parts, thereof, shall be in keeping with the design and architecture of the residence upon such Lot and shall be of an ornamental nature. No such fence or boundary wall shall be more than five (5) feet in height. No fence or boundary wall shall be located closer than twenty-five feet (25') from any public street right-of-way line.

C. Any fence erected in front of any dwelling shall be constructed of wood (such as split rail), stone or other

naturally-occurring materials. Wire fences, barricades or solid privacy-type fences shall not be erected in front of any dwelling on any Lot.

D. When steel wire fences are erected (behind the front wall of any dwelling), only smooth steel wire shall be acceptable. Chicken wire or barbed wire fences are prohibited. Chain link wire fencing, properly installed, is acceptable, if installed behind the dwelling.

E. Upon completion of any dwelling, including walks, driveways, patios, and other approved appurtenances, as set forth in these restrictions, all areas disturbed in any way during construction shall be finish-graded and sodded, seeded, or planted with ground cover to establish a lawn area. Plant shrubs and other landscaping materials shall be planted at least along the front elevation of the dwelling, and shall be maintained by the Lot Owner and replaced when necessary.

Section 17. Single-family wastewater treatment facilities shall be installed to serve each individual dwelling on the Properties. Such facilities shall be designed and constructed in accordance with applicable provisions of the state laws, county sanitation code and regulations. All effluent from said treatment facilities shall be contained on each individual Lot in accordance with said laws, code and regulations. All dispersal lines and treatment appurtenances shall be located at least ten (10) feet from the nearest property line.

Section 18. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat, or as provided herein. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in

it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 19. Subject to the other provisions hereof, the land between any structure and the front street line shall be used solely for lawn and residence purposes, driveways and walks.

Section 20. Each Owner at the Owner's sole expense shall keep the Owner's Lot and all improvements thereon in good maintenance and repair. The Owner shall decorate or redecorate the exterior of any improvements only in such color or manner as has received the prior approval of the architectural review panel, whose decision shall be final and binding.

Section 21. Without limiting the generality of anything else contained herein, no restrictions contained herein shall be personally binding on any person, persons, corporation or other entity except in respect to breaches committed or continuing during its, his or their seisin of, or title to, said land. Any Owner or Owners of any of the Lots in the Properties, in their own names, 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 set forth herein, in addition to ordinary legal action for damages, and the failure of any Owner or Owners to enforce any of the restrictions set forth herein at the time of the violation shall in no event be deemed to be a waiver of the right to do so thereafter. No Owner or Owners shall be entitled to receive reimbursement for the cost of any such enforcement, except for any right (if any exists) to be reimbursed by the party against whom enforcement is sought that may exist under applicable law.

ARTICLE IV

HOMES ASSOCIATION

Section 1. The Declarant at any time while it owns one (1) or more Lots, and at any time after the Declarant no longer owns any Lots then the Owners of Two-Thirds (2/3) or more of the Lots in the Properties, may form a Kansas not-for-profit corporation to

act as a homes association for the Properties (any such homes association so formed hereinafter referred to as the "Association"). The Declarant or Owners so forming such an Association may determine the specific terms and provisions (specifically including but not limited to membership and voting rights) of the Articles of Incorporation, Bylaws and other homes association documents, but those provisions shall treat all Owners of Lots equally and shall be similar to provisions relating to homes associations in effect for other similar developments.

Section 2. Notwithstanding anything else contained herein, if such an Association is so created, and if the Declarant is no longer operating as the architectural review panel, then the Board of Directors of the Association shall designate the members, and procedures for operation, of the architectural review panel.

Section 3. In addition to other rights that may be assigned to it, the Association, at its expense, shall specifically be authorized to enforce any of the covenants, conditions and restrictions of this Declaration, but such right of enforcement by the Association shall be in addition to the rights of enforcement specifically granted to Owners herein which specifically shall not abate because of the creation of an Association.

Section 4. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to any Association which may be formed assessments to be established and collected as hereinafter provided. The assessments, together with all other amounts owed to the Association hereunder and interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against each such assessment is made as soon as they are due and payable. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time the assessment fell due. The personal obligation for delinquent

assessment shall not pass to that Owner's successors in title unless expressly assumed by them.

Section 5. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, to maintain any signs or other property or facilities owned by the Association, and for all other authorized purposes of the Association. The amount of annual assessment of each Lot shall be determined from time to time by the Board of Directors of the Association without the vote of the membership, but the maximum annual assessment shall be \$50.00 per year for each Lot (adjusted as provided below), payable as determined by the Board. Notwithstanding the foregoing, from and after January 1, 1997, the maximum annual assessment for each Lot shall increase or decrease, effective January 1 of each year, in conformance with the rise or fall, if any, of the Consumer Price Index for all Urban Consumers (published by the U.S. Department of Labor) for the preceding month of July as compared to such Index for the month of July, 1995. Any such increase or decrease in the maximum annual assessment shall not automatically change the actual assessment, which shall only change upon appropriate action of the Board of Directors of the Association as provided herein. In addition to the foregoing, the maximum annual assessment for each Lot may be increased above that established by the Consumer Price Index formula by a vote of the members of the Association for the next succeeding one (1) year and for such years thereafter as shall be specified in the resolutions so adopted, provided that the change shall have the assent of the Owners of Three-Fourths (3/4) of the Lots in the Property which are represented in person or by proxy at a meeting duly called for that purpose. The Board of Directors of the Association may fix the annual assessment for each Lot at an amount not in excess of the maximum, but in all instances the assessment shall be the same for each Lot. After the creation of any such Association, any assessment adopted by the Association as provided herein shall commence on the date designated at the time of such adoption.

Section 6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum from the assessment date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of the Owner's Lot.

Section 7. The lien of the assessment provided herein shall be subordinate to the lien of any first mortgage or first deed of trust, whichever is appropriate, on the Lot. Sale or transfer of any Lot or Tract shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage or first deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale, transfer or foreclosure of any kind shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No mortgagee, and no trustee or beneficiary of a deed of trust, shall be required to collect assessments. Furthermore, nothing herein shall cause any failure to pay any assessment to constitute a default under any mortgage or deed of trust.

Section 8. Notwithstanding anything contained herein, all properties dedicated and accepted by the local public authority and devoted to public use, and all properties exempted from taxation by the laws of the State of Kansas upon the terms and to the extent to such legal exemption, shall be exempted from the assessment charge and lien created herein.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, at the Owner's own expense, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by any Owner to enforce

any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter by that Owner or by any other Owner.

Section 2. Severability. Invalidity of any one or more of these covenants or restrictions by judgment, court order or otherwise shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time unless terminated as provided below they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended or terminated as of the end of the then-current term, by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots in the Properties. This Declaration may be amended at any other time with the written consent of the Owners of not less than three-quarters (3/4) of the Lots, except that for so long as the Declarant still owns at least one (1) Lot then any such amendment which is not as of the end of the then-current term must also be approved by the Declarant. Any amendment must be recorded.

Section 4. Annexation. A. Additional property which is not included in the Properties may be annexed to the Properties with the written consent of the Declarant, or if the Declarant does not consent then with the written consent of the Owners of at least Two-Thirds (2/3) of the Lots within the Properties. Any such extension of the Properties shall be accomplished by, and take effect on, the filing in the Office of the Department of Records for the county in which the land is located of an appropriate document extending this Declaration.

B. Upon the annexation of any properties pursuant to Sub-Section A above, those annexed properties shall for all purposes become "Properties" hereunder, the owner(s) thereof

shall become "Owner(s)" hereunder, lots in the annexed properties shall become "lots" hereunder, and for all other purposes this Declaration shall apply to such annexed property. Unless specifically provided by amendment of this Declaration at the time that any property becomes annexed, the annexed property must be in compliance with this Declaration at the time of the annexation or be made to become in compliance immediately thereafter at the sole expense of the Owner(s) thereof.

Section 5. The Owners shall have the obligations and liabilities specifically provided herein, but nothing contained herein shall be construed to impose absolute liability on any Owner which is not provided herein.

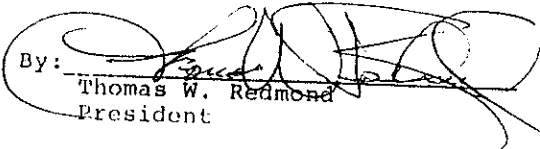
Section 6. In addition to all requirements herein, all Lots shall be subject to zoning and all other applicable laws.

Section 7. All provisions of this Declaration, specifically including but not limited to the protective covenants, shall be deemed to be covenants running with the land and shall be binding upon the Declarant and all other parties hereafter subjecting their property hereto as provided herein and all of their heirs, personal representatives, successors and assigns. All parties claiming by, through or under the Declarant or any other party hereafter subjecting their property hereto shall be taken to hold, agree and covenant with the Declarant and such other party and their heirs, personal representatives, successors and assigns, and with each of them, to conform to and observe all restrictions herein as to the use of the land and the construction and use of improvements thereon.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of March, 1995.

TR DEVELOPMENT, INC.

[Seal]

By: 

Thomas W. Redmond
President

ATTEST:

Secretary

STATE OF Kansas)
COUNTY OF Miami) SS.

On this 1st day of March, 1995, before me appeared Thomas W. Redmond, to me personally known, who being by me duly sworn, did say that he is the President of TR DEVELOPMENT, INC. a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he further acknowledged the execution of said instrument to be the free act and deed of said corporation.

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

[Seal]



Helen K. Tagler
Notary Public Within and For
Said County and State

My Commission Expires:

May 26, 1998