

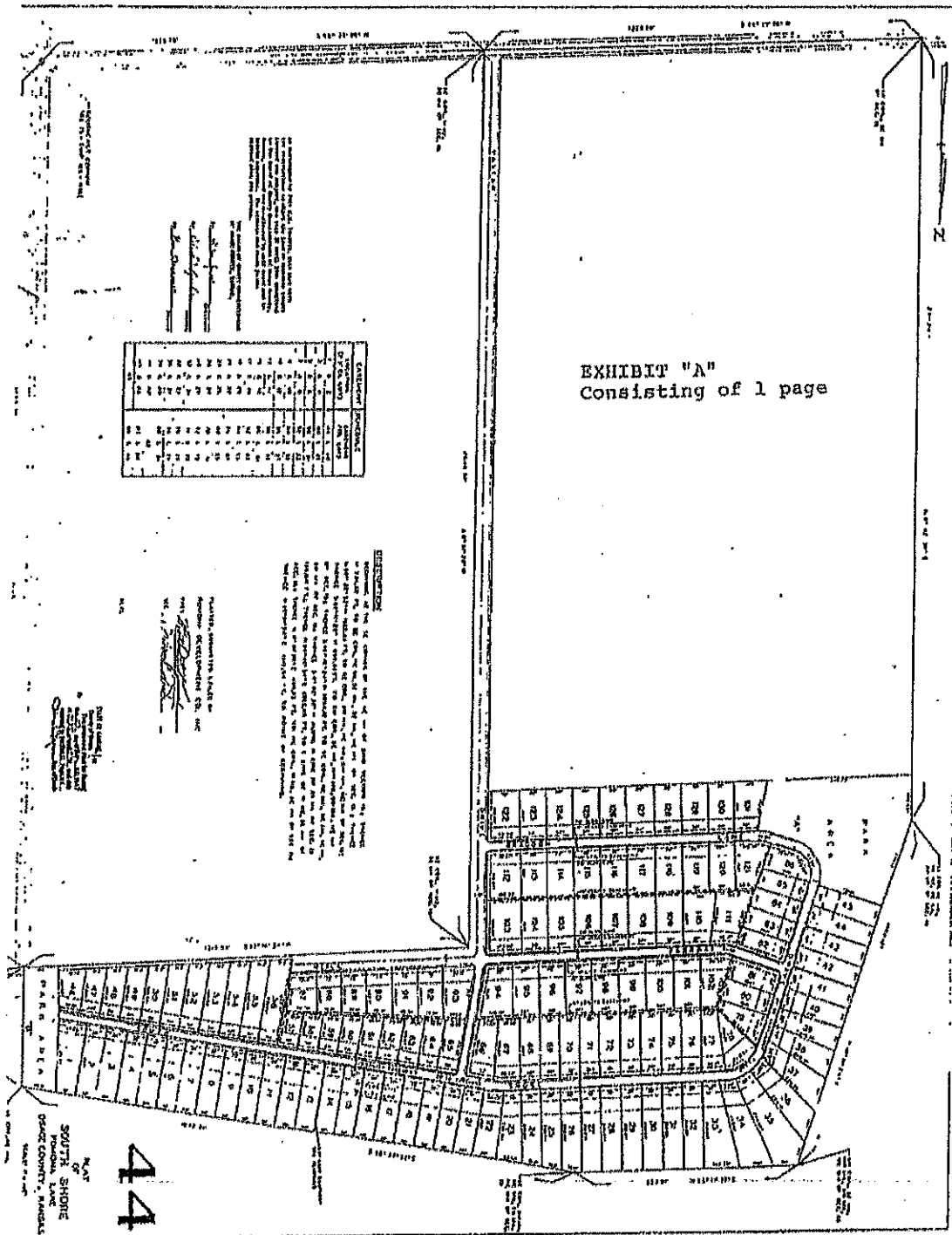


EXHIBIT "A"
Consisting of 1 page

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SOUTH SHORE
SOUTH SHORE
SOUTH SHORE

POMONA DEVELOPMENT
COMPANY, INC.

DECLARATION OF RESTRICTIONS

Recorded April 27, 1964

Book M 1 at page 707

TO

Lots 1 to 131, inclusive, Park Area "A"
& Park Area "B", SOUTH SHORE, a
Subdivision of land in Osage County,
Kansas, according to the recorded Plat
thereof.

Exhibit "B"
Consisting of 4 pages

THIS DECLARATION, made on this 19th of March, 1964, by POMONA DEVELOPMENT COMPANY, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Kansas and having its principal place of business in Johnson County, Kansas and being authorized to do business in the State of Kansas.

WHEREAS, POMONA DEVELOPMENT COMPANY, INC. is the owner of the fee simple title and does reserve the right to restrict in the manner hereinafter provided, all of the following described land being situated in the County of Osage, State of Kansas, to-wit:

Beginning at the Southeast corner of the Northeast 1/4 of Section 15, Township 16 South, Range 16 East of the 6th P.M.; thence N 331.52 feet to the SE corner of the NE 1/4, SE 1/4 SE 1/4 NE 1/4 of Section 15; thence N 80 degrees 22'52" W, 1,672.21 feet to the SE corner, SW 1/4, NE 1/4 SW 1/4 NE 1/4 of Section 15; thence S 88 degrees 11'22" W, 659.81 feet to the SW corner SE 1/4 NW 1/4 SW 1/4 NE 1/4 of Section 15; thence S 18 degrees 16'24" W, 1,054.12 feet to the SE corner NE 1/4 NE 1/4 NE 1/4 SW 1/4 of Section 15; thence S 0 degrees 02'39" W, along W line of SE 1/4 of Section 15, 130.04 feet; thence N 88 degrees 14'54" E, 1,320.05 feet to E line of W 1/2 SE 1/4 of Section 15; thence N 0 degrees 01'20" E, 460.23 feet to NE corner W 1/2 SE 1/4 Section 15; thence N 88 degrees 14'54" E, 1,319.84 feet to the Point of Beginning.

WHEREAS, POMONA DEVELOPMENT COMPANY, INC. desires that the land above described shall be developed and used as an exclusive residential district.

NOW, THEREFORE, in consideration of the premises and to the end that said POMONA DEVELOPMENT COMPANY, INC., its successors and assigns and its future grantees, their successors and assigns and each of them may be protected and assured that the above described land will be used for residential purposes, subject only to the exceptions hereinafter contained, said POMONA DEVELOPMENT COMPANY, INC., for it and its successors and assigns for its grantees and future grantees, does hereby agree and declare that all of the land above described shall be and the same is hereby restricted as to its use in the manner hereinafter set forth.

PERSONS BOUND BY THESE RESTRICTIONS: All persons, firms, and corporations who now own or shall hereinafter acquire any interest in any of the land which is hereby specifically restricted shall be taken and held to agree and covenant with the owner thereof and with their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon; provided that these covenants are to run with the land and shall be binding on all parties and persons claiming under them: Provided further that nothing herein contained shall be construed to prevent the continued use of said land or any part or parts thereof for the purpose for which it is now being used.

SECTION 1. USE OF THE LAND: All of the lots shall be known and described as residential lots and not of said land may be improved, used or occupied for other than private residential purposes except that this shall not prevent the location or use of one or more of the lots or the park areas for the construction and maintenance of entrance wall, gates or gatehouses, swimming pool facilities or bathhouses upon the swimming pool area, boathouses, clubhouse facilities, tennis courts, playgrounds, picnic facilities or a stable as be determined by the POMONA DEVELOPMENT COMPANY, INC. No flat or apartment houses although

intended for residential purposes, may be erected thereon. Any residences erected or being maintained thereon shall be designed for occupation by a single family and shall not exceed two stories in height and a private garage for not more than two cars.

SECTION II. BILLBOARDS PROHIBITED: No sign, advertisement, billboard or advertising structure may be erected on or maintained on any land herein restricted without the consent in writing of the POMONA DEVELOPMENT COMPANY, INC., its successors and assigns.

SECTION III. ADDITION OF OTHER LAND. POMONA DEVELOPMENT COMPANY, INC. shall have expressly reserves the right from time to time to add such other land as it may now own or may hereinafter acquire to the operation of the provisions of this declaration of restrictions by executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same of record in the Office of the Register of Deeds of Osage County, Kansas. When other land is so subjected to the provisions hereof, whether the same consists of one or more times said land shall be subject to all of the terms and provisions hereof in the same way and manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof.

SECTION IV. DECLARATION OF RESTRICTIONS: Each of the restriction above set forth shall continue and be binding upon the POMONA DEVELOPMENT COMPANY, INC. AND upon its successors and assigns for a period of twenty (20) years from the first day of January, 1964 and shall automatically be continued thereafter for successive periods of five (5) years: Provided, however, that the owners of fee simple title to the majority of the square feet of all the land then subject to the provisions thereof may release all of the land then subject to the provisions hereof from any one or more of said restrictions at the end of the first twenty (20) year period or any successive five (5) year period thereafter by executed and acknowledged an appropriate agreement or agreements in writing for such purpose and filing the same of record in the Office of the Register of Deeds of Osage County, Kansas at least one year prior to the expiration of the twenty (20) year period or any successive five (5) period.

SECTION V. RIGHT TO ENFORCE: Each of 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 said land and its successors and assigns and with each of them to conform to and observe said restrictions as to use of said land and the construction of the improvements but none of the restrictions herein set forth shall be personally binding upon any corporation, person or persons except in respect to breaches commitment during its or their seizing of title to said land; the owners or owners of any of the above described land and such other land as may hereinafter be subjected to the terms hereof shall have the right to sue for and obtain injunctive, prohibitive or mandatory or any other legal or equitable relief to prevent the breach of or enforce the restrictions above set forth and/or recover damages for such violation. The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other restrictions which shall remain in full force and effect. The failure of the POMONA DEVELOPMENT COMPANY, INC., or the owner of any other lot or tract of land hereby restricted or subsequently subjected hereto to enforce any of the restrictions herein set forth at the time of the violation shall in no event to be a waiver of the right to do so. POMONA DEVELOPMENT COMPANY, INC. may, by and through an appropriate agreement assign or convey to any person or corporation all of its rights, restrictions and privileges herein reserved to it.

SECTION VI. POSITION OF RESIDENCES ON LOTS: Every residence shall present an attractive frontage on the drive upon which said lot fronts, the ground between the building set back line set forth on the plat and the drive in which said residence fronts shall be used solely for lawn, driveway and walks, unless approval for a variance is obtained in writing from POMONA DEVELOPMENT COMPANY, INC., its successors and assigns. The approval shall be based upon one of the following considerations: architectural effect; to save trees; avoidance of land contours or formations that make construction strictly in conformity with the building line an undue burden or unduly costly; enhancing the aesthetic effect of the building position on any given lot. No residences or other improvements of a permanent nature shall be built on any land lying below the elevation of 1,008 feet nor may any residence or improvement be erected beyond

the rear (the side not fronting the drive) residence line, if any set forth on the plat. No residence or other improvement may be erected within ten (10) feet of the side lines of any lot without prior written approval of the POMONA DEVELOPMENT COMPANY, INC.

SECTION VII. CONDITION OF LOTS AND IMPROVEMENTS: No owner of any lot with the area affected by this declaration shall allow the grass or weeds on his lot to obtain a height in excess of five inches during the months of April thru October, inclusive, of each year. No trash, litter, unsightly objects and debris shall be permitted to lie scattered about or upon any lot. Nor shall any owner fail to maintain the improvements on his lot in a condition satisfactory to the POMONA DEVELOPMENT COMPANY, INC., its successors and assigns.

SECTION VIII. PRIVATE DRIVES: All roadways or drives within South Shore, and other such additions as the POMONA DEVELOPMENT COMPANY, INC. shall determine, shall be private and at least twenty feet in width. Said private drives shall in no way be obstructed or blocked by any person or corporation subject to these restrictions nor shall any person or corporation subject to these restrictions permit or allow automobiles or other vehicles to be parked on said private drives.

SECTION IX. SIZE OF LOT: No lot shall be subdivided in any way and all lots shall contain a minimum of 5,000 square feet, including the area over, under and across which easements have been reserved for sewers, utilities and access to the lake. POMONA DEVELOPMENT COMPANY, INC. shall have and does hereby reserve the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, sanitary sewer, gas and water mains and lines, electric and telephone lines and other utilities and to give or grant rights of way or easements therefore over and upon any part of said land described herein.

SECTION X. SIZE OF RESIDENCE: Any residence erected upon any of the lots restricted shall contain a minimum of four hundred (400) square feet of living area.

SECTION XI. EASEMENTS: Easements are reserved in those portions of each lot for utility installation and for access by other owners of lots herein to the lake as noted in the plat of South Shore and on the plat of any other lands subjected to the restrictions hereof. The owner of each lot shall have the responsibility for the care and maintenance of the land subject to the easements.

SECTION XII. OUTBUILDINGS: No detached garage or other outbuildings or any kind or character may be erected on any of the lots restricted without the written consent of the POMONA DEVELOPMENT COMPANY, INC. no mobile home, house trailer, basement, tent, shack, garage, barn or any garage or any other outbuilding of a temporary character may be placed or erected in any land herein described for use or occupancy as a residence either temporary or permanent, and if any of the same are placed upon any lot, the same may be removed by the POMONA DEVELOPMENT COMPANY, INC., its successors and assigns at the expense of the owner thereof, including a reasonable charge for storage. No one shall construct, place, erect or maintain any outhouse, privy or open pit toilet facility upon any lot. All trash and garbage shall be kept in covered containers and be placed more than ten (10) feet from side lot boundaries. All butane, propane or other gas storage tanks shall be enclosed within a residence or other outbuilding or buried below ground level unless written approval to do otherwise shall have been secured from POMONA DEVELOPMENT COMPANY, INC., its successors and assigns.

SECTION XIII. ANIMALS: No animals, livestock or poultry shall be brought into said land or maintained thereon except that three dogs, three cats and no more than six rabbits may be maintained on any one lot at any one time. Any person, persons, or corporation keeping or maintaining such animals shall provide fencing for said animals and shall provide fencing for said animals and shall prevent them from going upon the property of any other lot owner.

SECTION XIV. NOXIOUS OR OFFENSIVE TRADE PROHIBITED: No business buildings shall be erected or business of any nature conducted on the land herein described. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done

thereon which may become a common annoyance or a nuisance to the neighborhood.

SECTION XV. FENCING ALONG LOT LINE: No fences shall be erected or maintained on any of the lots nearer any drives than the front building line or on any easements hereinbefore described or hereinafter granted except that decorative fences not to exceed 15 feet in length and maintained within an area not over ten feet in length from the front of the residence. No fence, except of the chain link type, not exceed five (5) feet in height, may be erected or maintained in the rear (side not fronting the drive) without prior approval of the POMONA DEVELOPMENT COMPANY, INC., its successors and assigns.

SECTION XVI. APPROVAL OF CONSTRUCTION AND DESIGN: No construction shall be started on any building nor any alteration made in existing buildings nor any buildings moved upon the property unless and until the plans, specifications and exterior design shall first be approved in writing by POMONA DEVELOPMENT COMPANY, INC., its successors and assigns. All construction of any residence or other improvement must be completed within 180 days of the commencement date. No building materials of any kind or character shall be placed or stored upon any lot until approved plans have been obtained and a date has been established for the commencement of construction. No dock or boathouses may be erected until a permit has been obtained from the Pomona Lake Authority and written approval obtained from POMONA DEVELOPMENT COMPANY, INC., its successors and assigns.

In the event said corporation, its successors and assigns shall fail to approve or disapprove such design within sixty days after said plans and specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been fully complied with. The corporation, its successors and assigns shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION XVII. MISCELLANEOUS: These restrictions shall apply to all buildings originally constructed, remodeled or rebuilt in case of destruction or damage by fire or other casualty. No violation of the zoning restrictions of any federal, state, county, township, local law or regulation shall be permitted. If, at any time, any of the provisions of this agreement shall be found to be in conflict therewith, then such parts of this agreement as are in conflict with such law, regulations and restrictions shall become null and void, but no part of this agreement not in conflict therewith shall be affected thereby.

IN WITNESS WHEREOF, POMONA DEVELOPMENT COMPANY, INC. has by its Board of Directors, caused this instrument to be executed by its President and its corporate seal to be attached this 19th day of March 1964.

(CORPORATE SEAL)

POMONA DEVELOPMENT COMPANY, INC.

By Matthew T. Kearney, President

ATTEST: Barton P. Cohen, Secretary

STATE OF KANSAS)
COUNTY OF WYANDOTTE} ss:

BE IT REMEMBERED that on this 19th day of March, 1964, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Matthew T. Kearney, President of POMONA DEVELOPMENT COMPANY, INC., a Kansas Corporation, personally known to me to be such an officer and is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of the said corporation and such person duly acknowledged execution of same to be the act and deed of such corporation.

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

(Notarial Seal)

NORMA BRALY

Notary Public

My Commission Expires: 2/9/97

POMONA DEVELOPMENT
COMPANY, INC.

HOMES ASSOCIATION DECLARATION

Recorded April 27, 1964

Book M 1 at page 708

TO

Lots 1 to 131, inclusive, Park Area "A"
& Park Area "B", SOUTH SHORE, a
Subdivision of land in Osage County,
Kansas, according to the recorded Plat
thereof.

Exhibit "C"
Consisting of 5 pages

THIS DECLARATION, made on this 19th of March, 1964, by POMONA DEVELOPMENT COMPANY, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Kansas.

WHEREAS, POMONA DEVELOPMENT COMPANY, INC. is the owner of the following described real property located in County of Osage, State of Kansas, to-wit:

Beginning at the Southeast corner of the Northeast 1/4 of Section 15, Township 16 South, Range 16 East of the 6th P.M.; thence N 331.52 feet to the SE corner of the NE 1/4, SE 1/4 SE 1/4 NE 1/4 of Section 15; thence N 80 degrees 22'52" W, 1,672.21 feet to the SE corner, SW 1/4, NE 1/4 SW 1/4 NE 1/4 of Section 15; thence S 88 degrees 11'22" W, 659.81 feet to the SW corner SE 1/4 NW 1/4 SW 1/4 NE 1/4 of Section 15; thence S 18 degrees 16'24" W, 1,054.12 feet to the SE corner NE 1/4 NE 1/4 NE 1/4 SW 1/4 of Section 15; thence S 0 degrees 02'39" W, along W line of SE 1/4 of Section 15, 130.04 feet; thence N 88 degrees 14'54" E, 1,320.05 feet to E line of W 1/2 SE 1/4 of Section 15; thence N 0 degrees 01'20" E, 460.23 feet to NE corner W 1/2 SE 1/4 Section 15; thence N 88 degrees 14'54" E, 1,319.84 feet to the Point of Beginning

and is now developing South Shore, a subdivision of land in Osage County, Kansas, as residential property and desires to develop such land and other land in this vicinity in order to create and maintain a residential neighborhood possessing features of more than ordinary value to a residential community and;

WHEREAS, in order to assist it and its grantees in providing the necessary means to better enable it and its grantees to achieve this, POMONA DEVELOPMENT COMPANY, INC., does hereby subject Lots 1 to 131, inclusive, Park Area "A" and Park Area "B", South Shore, a subdivision of land in Osage County, Kansas according to the recorded Plat thereof to the following covenants, charges and assessments subject to limitations hereinafter set forth.

NOW, THEREFORE, in consideration of the promises herein contained, POMONA DEVELOPMENT COMPANY, INC., a Kansas Corporation, does hereby make this Homes Association Declaration application to Lots 1 to 131 inclusive, inclusive, Park Area "A" and Park Area "B", South Shore, a subdivision, in Osage County, Kansas.

DEFINITION OF TERMS USED: The term "district" as used in this agreement shall mean unless and until extended or as hereinafter provided all of the lots in South Shore, Lots 1 to 131 inclusive, Park Area "A" and Park Area "B". If or when other lands shall, in the manner hereinafter provided for, be added to that described above from time to time be subjected to the terms of this agreement, including any future modifications thereof.

The term "assessable land" as used herein shall be deemed to mean a single lot. A lot shall become "assessable land" at the time said lot is conveyed by the POMONA DEVELOPMENT COMPANY, INC., to some other person, firm or corporation by deed, contract for deed or option except that any lot or any portion thereof set aside for the exclusive use of all of the owners of the "district" shall not be "assessable land."

The term "district places" as used herein shall be deemed to mean all private drives, streams, parks, club houses, tennis courts, swimming pools, stables, docks, bathhouses and all similar places, the use of which is set aside for the general use of all consent be used by all of the owners of the district.

CERTAIN IMPROVEMENTS UNDER MANAGEMENT CORPORATION OR ASSOCIATION: All improvements upon and to the land in the district and to district places which are for the benefit and general use and control of the HOMES ASSOCIATION by whatever name it may be designated as hereinafter provided as trustee: An association to be composed of the owners of the real estate in said district which may hereafter provide. The members of the association shall be limited to the owners of the land within the boundaries of the district as it exists from time to time. The HOMES ASSOCIATION shall have such powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the association. The association shall be the sole judge of the qualifications of its members and their right to participate in its meeting and proceedings. Nothing herein shall prevent POMONA DEVELOPMENT COMPANY, INC., from owning, operating or maintaining such improvements and facilities upon the land bound hereby as it shall, in its discretion, determine.

POWERS AND DUTIES OF ASSOCIATION AS TRUSTEE: The association shall have the following powers and duties as whenever in the exercise of its discretion it may deem necessary or desirable provided that nothing herein contained shall be deemed to prohibit any owner having contractual right to do so from enforcing any building restrictions in his own name.

1. To adopt a constitution and by laws which shall be binding upon all members of the Homes Association; to elect such officers and directors as it shall deem necessary and advisable for its operation and to grant them such powers and authority as shall be in the best interest of the association.

2. To enforce either in its own name or in the name of any owner within the district any and all of the restrictions which may have been imposed upon any of the land in said 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, assignments, or modification of restrictions or reservations being made by the parties having the right to make such changes, releases, assignments or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth. The expense and cost of any such proceedings shall, however, be paid out of the general fund of the association as hereinafter provided.

3. To provide for the plowing or removal of snow from the sidewalks and private drives.

4. To care for, protect and replant trees, shrubbery and grasses along all private drives in other district places.

5. To mow, care for and maintain parking for district places, vacant and other property; to cut and remove weeds and grass or to contract for the cutting and removal of weeds and grass from such parking, district places, vacant property and other places; to pick up and remove or contract for the pick up and removal of loose materials, trash, garbage and rubbish of all kinds from district places or from and on behalf of members of the association. To keep such vacant and unimproved property neat in appearance and in good order.

6. To provide for such lights as the association may deem advisable on the drives, parks, parking areas, gateways, entrances, docks, boathouses or other features and in other district places.

7. To provide for the collection and disposal of garbage, trash, rubbish and, at suitable locations, provide receptacles for the collection of rubbish.

8. To provide, furnish, operate and maintain tennis courts, clubhouse facilities, swimming pools, stables, playgrounds, gateways, guardhouses, guards, entrances, drinking fountains, picnic facilities, streams, docks, boathouses and all other facilities and features now existing or which may be hereinafter be erected or created in said district or to which all of the general use of the owners in the district or to which all such owners have access and the use thereof; also to provide for the maintenance of natural watercourses within the district.

9. To exercise control over easements and private drives as may be within its powers and as may be deemed necessary or desirable. To repair, oil, maintain, reconstruct drives, gutters and sidewalks and pedestrian ways.

10. To erect and maintain all safety warnings and signs.

11. To acquire, construct, maintain, and repair facilities for the disposal of sewage and for the furnishing of water, electricity, gas and other utilities for the general use of all of the owners in the district; to contract for the construction, maintenance, care and operation of sewage disposal facilities, and the furnishing of water, electricity, gas and other utilities for the district; and to levy and/or collect assessments made by the HOMES ASSOCIATION or private or public authority, person or corporation maintaining, furnishing or operating sewage disposal facilities, water, electricity, gas or other utilities to the district; and if required, to remit said assessments so collected. To purchase common and preferred stock, bonds, or other debentures of any corporation providing water, electricity, gas, sewage or trash disposal to the district.

12. To provide means for emergency fire protection and to furnish the water and necessary equipment for same. To reimburse the state, county or township for the expense of furnishing special police for the district and employ duly qualified police officers for such purposes.

13. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out such purposes of the association. To pay taxes on such real estate as may be so used by it and such taxes as may be assessed against land and district places.

14. To take such action as may be deemed necessary to maintain the appearance of any lot and the improvements thereon.

15. To do and perform all acts and provide all services as shall be, in the discretion of the HOMES ASSOCIATION, deemed necessary or desirable and for the general benefit of all of the members.

METHOD OF PROVIDING FUNDS: For the purpose of providing funds to enable the said association to perform its duties and to provide and maintain improvements, all "assessable land" within the boundaries of the "district" shall be subject to an annual assessment to be paid to the association annually in advance by the respective owners thereof. The amount of such assessment shall be fixed by the association from year to year and said amount shall be the same for each lot. In addition, the association may levy special assessments for capital improvements or operations.

Whenever the association may deem it advisable to submit to the members a proposal for increasing the annual assessment or for the levying of special assessments for capital or operating purposes for any particular year, then it shall notify members of the association, as hereinafter provided, of such meeting, giving the time and place at which it is to be held, and the fact that an increase in the annual assessment or a special assessment is to be voted upon at such meeting.

DUE DATE OF ASSESSMENTS: The first annual assessment shall be for the fiscal year beginning on June 1, 1964 and it shall be fixed and levied prior to June 1, 1964 and shall be payable on that date; thereafter, it shall be due and payable on the 1st day of June of each succeeding year or on the first day of each fiscal year as shall be determined by the HOMES ASSOCIATION. If a lot becomes "assessable land" within the definition of this agreement during the fiscal year the assessment thereon shall be prorated in such manner as shall be determined by the Trustee or the HOMES ASSOCIATION for such fiscal year according to the date upon which said lot becomes "assessable land". A special assessment shall be due and payable 30 days after it is levied.

It will be the duty of the association to notify all owners of "assessable land" whose addresses are listed with the association prior to the first day of each fiscal year, giving the amount of the assessment and date said assessment is due. Failure of the association to make the assessment prior to the first day of each fiscal year shall not invalidate any such assessment subsequently made for the particular year nor shall failure to levy and assessment for any one year affect the right of the association to do so for any subsequent year. An assessment shall become due and payable not later than 30 days from the date of levying and assessment. The assessment for the fiscal year beginning June 1, 1964, shall be the sum of Twelve (\$12.00)

Dollars for each "assessable land" and may be for the following year and thereafter be increased but may not be decreased below the Twelve (\$12.00) Dollars per year.

WHAT CONSTITUTES NOTICE: A written or printed notice deposited in the United States Post Office with postage thereon prepaid and addressed to the respective owner at the last known address listed with the association shall be deemed to be sufficient and proper notice for all purposes of this agreement where notice is required.

LIEN ON REAL ESTATE: The assessment shall become a lien on said real estate as soon as it becomes due and payable as set forth above. The failure of any of the owners to pay any assessment within 30 days from the levying such assessment shall cause such assessment to be deemed delinquent and shall bear interest at the rate of 10 per cent per annum for the date of the levying of the assessment. When the assessment has become delinquent, payment of both the assessment and the interest may be enforced as a lien on said real estate in proceedings in any Court of Osage County, Kansas, having jurisdiction of suits for the enforcement of liens. It shall be the duty of the association to bring suits to enforce such lien before the expiration thereof. The association may, in its discretion, file a certificate of non-payment of delinquent assessments in the Office of the Register of Deeds of Osage County, Kansas. For each certificate so filed, the association shall be entitled to collect from the owner or owners described therein a fee of \$20.00, which fee is hereby declared to be the lien upon the real estate so described in said land certificates and shall be collectable in the matter as the original assessment provided for herein. In the event the association must expend funds to provide for the maintenance of any "assessable land" same shall become a lien on said property by filing with the Register of Deeds of Osage County, Kansas, an itemized statement of the expenditures so made. Such lien shall continue for a period of three 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 determination of the suit and until the sale of the property under execution of the judgement establishing the same.

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR: The association shall at no time expend more money within any one year than the total amount of the assessment for the particular one year or any surplus it may have on hand for previous assessments; nor shall said association enter into any contract whatever binding the assessment of any future year or years to pay any such obligations and no such contract shall be valid or enforceable against the association except the contracts for utilities.

MODIFICATIONS AND CHANGES: An agreement duly executed and acknowledged by the owners of two thirds of the square footage of the land subject to the provisions of this declaration, may, by filing the same in the Office of the Register of Deeds of Osage County, Kansas, grant some additional powers to the association or amend this instrument provided that no right to change the proportion of the assessment rate shall be given.

TEMPORARY TRUSTEE: Prior to the actual organization or incorporation of the contemplated by the terms of this declaration, POMONA DEVELOPMENT COMPANY, INC., shall have the right at its option to perform the duties, assume the obligations, levy and collect assessments, and otherwise exercise the powers herein given to the association, in the same way and manner as though all such powers and duties were given directly to POMONA DEVELOPMENT COMPANY, INC. No association contemplated under the terms of this declaration may be incorporated or assume any of these rights hereunder without the written consent of POMONA DEVELOPMENT COMPANY, INC., and its relinquishment of its rights as trustee.

TO OBSERVE ALL LAWS: Said association shall at all times observe all the federal, state, county, and other laws and if at any time, any provision of this agreement shall be found to be in conflict therewith, then such parts of this agreement as are in conflict with such laws, shall become null and void, but no part of this agreement not in conflict with such laws shall be affected thereby. The association shall have the right such reasonable rules and regulations and provide for such means and employ such agents as will enable it to adequately and properly carry out the provisions of his declaration, subject, however to the limitations of its right to contract as herein provided for.

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 three-fourths of the area subject to at the time proposed for the termination; by 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 Osage County, Kansas.

COVENANTS RUNNING WITH THE LAND: All of the provisions of this declarations shall be deemed to be covenants running with the land and shall be binding upon the POMONA DEVELOPMENT COMPANY, INC., its grantees, successors and assigns.

IN WITNESS WHEREOF, POMONA DEVELOPMENT COMPANY, INC. has by authority of its Board of Directors, caused this instrument to be executed by and its corporate seal to be attached the day and year first written above.

(CORPORATE SEAL) POMONA DEVELOPMENT COMPANY, INC.
By Matthew T. Kearney, President

ATTEST: Barton P. Cohen, Secretary

STATE OF KANSAS)
COUNTY OF WYANDOTTE) ss:

BE IT REMEMBERED that on this 19th day of March, 1964, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Matthew T. Kearney, President of POMONA DEVELOPMENT COMPANY, INC., a Kansas Corporation, personally known to me to be such an officer and is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of the said corporation and such person duly acknowledged execution of same to be the act and deed of such corporation.

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

(Notarial Seal)

NORMA BRALY
Notary Public

My Commission Expires: 2/9/97

Exhibit "D" Consisting of 13 pages

DECLARATION AND AGREEMENT

Recorded April 2, 1965

Book M 3 at page 149

THIS DECLARATION AND AGREEMENT, made and entered into this 22nd day of March 1965 by POMONA DEVELOPMENT COMPANY, INC., a corporation organized and existing according to law with its principal offices in Mission, Kansas.

WHEREAS, by the terms and provisions of a certain declaration of restrictions dated the 19th day of March 1964, filed of record in the Office of the Register of Deeds of Osage County, Kansas in Book M 1 at page 707, the Pomona Development Company, Inc., reserved the right to restrict and did restrict with right of enforcement, the following described property, to-wit:

Lots 1 to 131 inclusive, Park Area "A" and Park AREA "B", South Shore, a subdivision of land in Osage County, Kansas, according to the recorded Plat thereof, and

WHEREAS, provision was made for the addition of other land to be subjected to the provisions of said declaration of restrictions by the execution of an agreement pertaining thereto, and

WHEREAS, POMONA DEVELOPMENT COMPANY, INC. is the owner of the following described real property located in Osage County, Kansas, to-wit:

Beginning at the SE corner of the NE 1/4 NE 1/4 NE 1/4 SW 1/4 of Section 15, Township 16 South, Range 16 East; thence S 88 degrees 16'53" W, 329.99 feet to SW corner NE 1/4 NE 1/4 SW 1/4 of Section 15; thence N 0 degrees 02'58" E, 1,320.04 feet to SW corner NE 1/4 NE 1/4 SE 1/4 NW 1/4 of Section 15; thence N 73 degrees 14'32" W, 1,320.58 feet to SW corner NE 1/4 NW 1/4 of Section 15; thence S 0 degrees 03'59" W, 2,388.90 feet to SW corner NW 1/4 NW 1/4 SW 1/4 NE 1/4 SW 1/4 of Section 15; thence N 88 degrees 20'39" E, 1,320.18 feet to SE corner NE 1/4 NE 1/4 SE 1/4 NE 1/4 SW 1/4 Section 15; thence N 49 degrees 45'32" E, 511.56 feet; thence N 9 degrees 33'24" E, 300.00 feet; thence S 88 degrees 14'54" W, 440.03 feet to E line SW 1/4 of Section 15; thence N 0 degrees 02'39" E along E line SW 1/4 130.04 feet to the Point of Beginning,

which is to be subdivided, platted and upon approval by the County Commissioners of Osage County, Kansas to be known as:

Lots 132 to 333, inclusive, and Park Area "C", South Shore Estates, a subdivision, in Osage County, Kansas as shown by the recorded plat thereof, and

WHEREAS, POMONA DEVELOPMENT COMPANY, INC., now desires to subject the real property described above and when platted and approved to be known as:

Lots 132 to 333, inclusive, and Park Area "C", South Shore Estates,

to the restrictions and enforcement provisions of the declaration of restrictions pertaining to Lots 1 to 131, inclusive, and Park area "A" and park Area "B", South Shore, a subdivision, in Osage County, Kansas.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived from said restrictions and enforcement provisions, POMONA DEVELOPMENT COMPANY, INC., for it and its successors and assigns and for its grantees and their future grantees, does declare that: Lots 132 to 333, inclusive, and Park Area "C", South Shore Estates, a subdivision, in Osage County, Kansas as shown by the recorded plat thereof, shall be and they are hereby subject to the terms, restrictions, conditions, benefits, burdens and enforcement provisions of the aforesaid declaration of restrictions on the same manner as though all of said land had been so subjected in the original declaration.

Further, POMONA DEVELOPMENT COMPANY, INC., for it and its successors and assigns and for its grantees and their future grantees does hereby agree and declare that all of the land to be known as South Shore Estates and shall be and the same is hereby subjected to the following additional restrictions:

Sewers: All persons bound by these restrictions except the POMONA DEVELOPMENT COMPANY, INC. shall be deemed to have consented to the formation and organization of any sewer district, main, lateral or joint which includes all the land bound by these restrictions and to the levying of assessments for the construction, maintenance and operation of any such sewer district. POMONA DEVELOPMENT COMPANY, INC., specifically reserves the right to petition for the creation, organization and incorporation of any such sewer district for and on behalf of all persons having an interest in the above land.

Water: All persons bound by these restrictions except the POMONA DEVELOPMENT COMPANY, INC. shall be deemed to have consented to the formation and organization of any type of water district approved by the county commissioners of Osage County, Kansas, organized for the purpose of supplying potable water to the above described land, or to the attachment of said land to an existing water district. Each lot owner shall subscribe to at least one benefit unit of said district and shall pay for his benefit unit immediately upon request of the water district or by special tax assessment; provided that no provision or restriction shall apply to or be binding upon the POMONA DEVELOPMENT COMPANY, INC. The POMONA DEVELOPMENT COMPANY, INC., specifically reserves the right to petition the county commissioners of Osage County, Kansas, for and on behalf of each lot owner and persons bound by this restriction for the organization and incorporation of such water district or the attachment of the above described land to an existing district.

IN WITNESS WHEREOF, and by the authority of the Board of Directors of POMONA DEVELOPMENT COMPANY, INC., we the undersigned, President and Secretary of said corporation do affix our signatures and seal the day and year first written above.

(Corporate Seal)

POMONA DEVELOPMENT COMPANY, INC.
By: Matthew T. Kearney, President.

ATTEST: Barton P. Cohen, Secretary

ACKNOWLEDGED March 22, 1965 before Elizabeth Ann Mattson, N.P., (L.S.),
Johnson County, Kansas.

AGREEMENT AND DECLARATION

Recorded April 2, 1965

Book M 3 at page 150

THIS AGREEMENT AND DECLARATION, made and entered into this 22 day of March 1965, by POMONA DEVELOPMENT COMPANY, INC., a corporation organized and existing according to the laws of the State of Kansas with its principal offices in Mission, Kansas.

WITNESSETH: WHEREAS, by the terms and provisions of a certain Homes Association Declaration dated the 19th day of March 1964, filed of record in the Office of the Register of Deeds of Osage County, Kansas, in Book M 1 at page 708, provision was made for the creation and establishment of Homes Association having jurisdiction over all the lots and the park areas shown on the recorded plat of South Shore, and

WHEREAS, POMONA DEVELOPMENT COMPANY, INC., is the owner of a tract of land located in Osage County, Kansas and legally described as follows to-wit:

Beginning at the SE corner of the NE 1/4 NE 1/4 NE 1/4 SW 1/4 of Section 15, Township 16 South, Range 16 East; thence S 88 degrees 16'53" W, 329.99 feet to SW corner NE 1/4 NE 1/4 SW 1/4 of Section 15; thence N 0 degrees 02'58" E, 1,320.04 feet to SW corner NE 1/4 NE 1/4 SE 1/4 NW 1/4 of Section 15; thence N 73 degrees 14'32" W, 1,320.58 feet to SW corner NE 1/4 NW 1/4 of Section 15; thence S 0 degrees 03'59" W, 2,388.90 feet to SW corner NW 1/4 NW 1/4 SW 1/4 NE 1/4 SW 1/4 of Section 15; thence N 88 degrees 20'39" E, 1,320.18 feet to SE corner NE 1/4 NE 1/4 SE 1/4 SE 1/4 NE 1/4 SW 1/4 Section 15; thence N 49 degrees 45'32" E, 511.56 feet; thence N 9 degrees 33'24" E, 300.00 feet; thence S 88 degrees 14'54" W, 440.03 feet to E line SW 1/4 of Section 15; thence N 0 degrees 02'39" E along E line SW 1/4 130.04 feet to the Point of Beginning,

said land is to be subdivided, platted and upon approval by the County Commissioners of Osage County, Kansas to be known as:

Lots 132 to 333, inclusive, and Park Area "C", South Shore Estates, a subdivision, in Osage County, Kansas as shown by the recorded plat thereof, and

WHEREAS, POMONA DEVELOPMENT COMPANY, INC., now desires to subject the real property described above and when platted and approved to be known as: Lots 132 to 333, inclusive, and Park Area "C", South Shore Estates, to the benefits to be derived for the Homes Association and to the liability for payment of the assessments which said Homes Associations is authorized to levy.

NOW THEREFORE, in consideration of the premises and or the benefits derived from operation of the South Shore Homes Association, organized pursuant to the Declaration above mentioned, POMONA DEVELOPMENT COMPANY, INC., for it and its successors and assigns and for its grantees and their future grantees does declare that the above described real property be and it is hereby made and subject to all the terms, conditions, benefits and burdens of the aforesaid Homes Association Declaration in the same manner as though the above described land had been subjected in the original declaration.

All levies of special assessments for capital improvements or operations heretofore made by the Homes Association shall not apply to the "assessable land" of the above described land and the subdivision to be created therein.

IN WITNESS WHEREOF, by authority of the Board of Directors of POMONA DEVELOPMENT COMPANY, INC., we the undersigned, the president and Secretary of said corporation do affix our signatures and Company seal the day and year first written above.

(Corporate Seal)

POMONA DEVELOPMENT COMPANY, INC.

By: Matthew T. Kearney, President.

ATTEST: Barton P. Cohen, Secretary

ACKNOWLEDGED March 22, 1965 before Elizabeth Ann Mattson, N.P., (L.S.),
Johnson County, Kansas.

1993 UPDATE

BY-LAWS SOUTH SHORE HOMES ASSOCIATION

ARTICLE I

ORGANIZATION

A. Name

The name of this organization shall be the South Shore Homes Association.

B. Purpose

To exercise such powers and duties as are set forth in the Homes Association Declaration filed of record in the office of the Register of Deeds of Osage County, Kansas, in Book M-1, at page 708; to enforce the Declaration of Restrictions filed of record in the office of the Register of Deeds of Osage County, Kansas, in Book M-1, at page 707; and to perform such other functions as shall be in the best interest of the lot owners of the District, as defined by the aforementioned instruments, and as it exists from time to time. Further to exercise such powers and duties as are necessary for the betterment of the South Shore Estates area.

ARTICLE II

MEETING OF LOT OWNERS

A. Annual Meeting of Lot Owners

The annual meeting of the lot owners shall be held on the first Sunday in the month of May at the hour of 1:00 o'clock p.m. for the purpose of electing officers and directors; for the determination and levy of the annual assessment for the fiscal year commencing June 1, 1965, and for each year thereafter; for the approval of the proposed budget for the fiscal year; and for the transaction of such other business as may come before the meeting. The meeting shall be held either within the district or at a place convenient for the holding of said meeting within three miles of the shore line of Pomona Reservoir in Osage County, Kansas.

B. Special Meeting of Lot Owners

A Special Meeting of lot owners may be called by the President or the Secretary or by a petition requesting same signed by not less than 30 lot owners submitted in writing

to the Secretary. When a petition for a special meeting has been received by the Secretary, then the President shall call a special meeting of the lot owners within sixty (60) days after receipt of the petition.

C. Notice of Meeting of Lot Owners

Notice of meetings of lot owners shall be mailed to all lot owners not less than ten (10) days before the date of the meeting setting forth the place, the date, and the time of said meeting.

D. The Quorum

Twenty lot owners present at a meeting shall constitute a quorum for the transaction of business.

E. Voting

A person shall be entitled to as many votes as shall correspond with the number of lots owned. A lot owner may be present in order to vote or he may vote by proxy.

F. Officers to be Elected

* At the annual meeting, there shall be elected a president, a vice-president a secretary/treasure and four directors of the association.

G. Nominations for Officers and Directors

Not less than two (2) months before the annual meeting, the President shall appoint a nominating committee of at least five members to select candidates for officers and directors. Not more than two members of the nominating committee may then be serving as officers or directors of the association. A copy of the report of the nominating committee shall be mailed to all of the lot owners not less than twenty (20) days before the annual meeting. Other nominations for officers and directors may be submitted by a petition signed by eight lot owners and delivered to the Secretary not less than ten (10) days before the annual meeting. The Secretary shall notify all lot owners of the nominations received by petition by a notice mailed not less than five (5) days before the annual meeting. No nominations may be made in other than the manner herein prescribed.

H. Method of Election

An officer must be elected by a majority of the votes cast at the annual meeting. In the event no nominee receives a majority of the votes cast on the first ballot, then a second vote shall be taken to decide between the two nominees receiving the most votes on the first ballot. Only one ballot shall be taken for election of the Directors and the three nominees receiving the most votes shall be deemed elected, except, in the event of a tie for the third position, a second ballot shall be cast between those nominees that tie. Elections shall be conducted by secret ballot.

ARTICLE III

DIRECTORS AND OFFICERS

A. General

The business and affairs of the association shall be managed by the Board of Directors.

B. Number, Tenure, and Qualifications of Officers and Directors

* The Board of Directors shall consist of seven (7) persons, to-wit: The President, the Vice-President, the Secretary/Treasurer and four Directors. The term of office of an officer or director shall be one year and he shall serve until his successor is elected. No person shall serve as an officer or director unless he is a lot owner. The officers and directors shall take office as of the time of their election.

C. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business.

D. Voting

No action may be taken by the Board of Directors unless approved by a majority of the entire Board of Directors.

E. Regular Meeting of Board

* Four (4) regular quarterly meetings of the Board of Directors shall be held, one of which will be without further notice immediately after and at the same place as the annual meeting of lot owners.

F. Special Meeting

A special meeting of the Board of Directors may be called by the President, the Secretary, or any two Directors. Notice of special meeting shall be given to all officers and directors not less than seven (7) days before the date of the meeting. The notice shall set forth the time and place of the meeting.

G. Vacancies

Vacancies in any office occurring during the term shall be filled by appointment by the Board of Directors. An officer or director appointed to fill a vacancy shall serve for the unexpired term.

H. Duties of Officers

The officers of the association shall assume those duties customarily devolving upon their office.

ARTICLE IV

NOTICE

Notices herein required shall be deemed delivered when deposited in the U. S. Mail, postage prepaid, addressed to the lot owner at his last known address as shown by the records of the Secretary.

ARTICLE V

MISCELLANEOUS

A. Contracts

The Board of Directors may authorize any officer to enter into contracts and execute any instruments in the name of or on behalf of the association.

B. Loans

The association shall be prohibited from borrowing money.

C. Orders for Payment

* All checks, drafts, or orders for payment of money shall be signed by two of the three association officers, the President, the Vice-President or the Secretary/Treasurer.

D. Budget

* The Board of Directors shall prepare an annual budget for the fiscal year commencing June 1, 1964, and for each year thereafter, which shall be submitted to the annual meeting of the lot owners for approval. The annual budget shall set forth the proposed expenditures for the forthcoming year including the reasonable cost of administering the association. The president shall appoint an auditing committee to review the association books at the end of each year.

E. Fiscal Year

The fiscal year of the association shall commence on the 1st day of June of each year.

F. Annual Assessments

Any annual operating assessment that must be prorated under the provisions of the Homes Association Declaration shall be in the following manner: If a lot becomes assessable land within six (6) months after assessment is levied, then the full amount of the assessment shall be due. If a lot becomes assessable land more than six (6) months after assessment is levied, then one-half of the assessment shall be due.

G. Special Assessments

All special assessments levied shall be denominated by the Board of Directors either as capital or operating assessments. The Board of Directors shall have authority to determine and levy all special assessments except that after June 1, 1965 all special assessments for capital improvements must be approved by a majority of the lot owners in attendance at a meeting of the lot owners. Notice setting forth the proposed special assessment for capital improvements must be mailed to the lot owners not less than ten (10) days before the meeting at which said special assessment is to be voted upon. A special assessment shall be due and payable thirty (30) days after it is levied except that any lot owner may extend the time for payment of a special assessment for capital improvement for four (4) months after it is levied by paying one-half of said assessment within thirty (30) days after it is levied. An owner of assessable land shall be obligated to pay to the Association all special assessments for capital improvements which shall have been levied but not paid since the 13th day of September, 1964.

ARTICLE VI

AMENDMENTS

These By-laws may be altered, amended, or repealed and new by-laws adopted at any annual meeting of the lot owners, or at any special meeting by a two-thirds majority of lot owners in attendance at said meeting. Any proposal for the change of By-laws must be submitted by the Board of Directors or by a petition signed by eight (8) lot owners and submitted to the Secretary not less than thirty (30) days before the annual meeting of the lot owners and said proposal shall be delivered to the lot owners not less than ten (10) days before the date set for the adoption of the alterations, amendments, repeal or new By-laws.

ARTICLE VII

RULES OF ORDER

The meetings of the Board of Directors and of the lot owners shall be conducted according to Roberts Rules of Order. The President may serve as parliamentarian or appoint a member of the Board of Directors to serve in that capacity.

ARTICLE VIII

INTERPRETATION OF BY-LAWS

Any questions regarding the interpretation of these By-laws shall be decided by the President. His decision may be appealed to the Board of Directors either by motion duly made and seconded by members of the Board of Directors or by vote of two-thirds of the lot owners present at annual or special meeting of lot owners.

ARTICLE IX

EFFECTIVE DATE OF BY-LAWS

These By-laws shall become effective upon approval by a majority of the Board of Directors in attendance at a meeting of the Board of Directors called for this purpose. Upon approval of these By-laws, they shall be retroactively effective to the 13th day of September, 1964.

ARTICLE X

APPROVAL OF BUILDING PLANS

A. PAID UP DUES

No plans for any building on any lot will be approved by the Homes Association or developer until all dues and assessments owing on the lot are paid.

B. SIZE OF RESIDENCE

* Any residence erected upon any of the lots restricted shall contain a minimum of six-hundred and seventy-two (672) square feet of living area.

C. BUILDING LINES

* The building lines for lots on Pomona Lane, Dragoon Lane and Dragoon Place in South Shore Estates will be changed from 50 feet to 30 feet.

D. WALKING EASEMENTS

* With board approval a lake access easement may be moved from one side of a lot to the other side of that lot when owner owns two adjoining lots and the easement runs between them. All of the easement must come from the lot that the easement is being moved to so that none is taken from the adjoining lot. The cost, if any, of moving the easement will be born by the person/s requesting the change.

* Changes made in this type are changes approved at the annual meetings of either 1991-1992 or 1992-1993.

SOUTH SHORE HOMES ASSOCIATION

SUMMARY OF AMENDMENTS

BY-LAWS

Amended May 1978:

ARTICLE II -- MEETING OF LOT OWNERS

F. Officers to be Elected (replace all)

"At the annual meeting, there shall be elected a President, a Vice-President, a Secretary/Treasurer, and four Directors of the association."

ARTICLE III -- DIRECTORS AND OFFICERS

B. Number, Tenure, and Qualifications of Officers and Directors (replace first sentence)

"The Board of Directors shall consist of seven (7) persons, to-wit: the President, the Vice-President, the Secretary/Treasurer, and four Directors."

ARTICLE V -- MISCELLANEOUS

C. Orders for Payment (replace all)

"All checks, drafts, or orders for payment of money shall be signed by the President and the Secretary/Treasurer."

D. Budget (replace last sentence)

"The annual budget shall set forth the proposed expenditures for the forthcoming year including the reasonable cost of administering the association, a bond for the President and Secretary/Treasurer, and may include the cost of an annual audit."

HOMES ASSOCIATION DECLARATION

Amended May 1978:

(replace last sentence of third complete paragraph on p. 4)

"The assessment for each fiscal year beginning June 1st shall be the sum of Twenty-Five (\$25.00) Dollars for each 'assessable land', and this sum may be increased but may not be decreased below the sum of Twenty-Five (\$25.00) Dollars per year."

DECLARATION OF RESTRICTIONS

Amended May 3, 1981:

(replace all of Section IX on p. 3)

"SECTION IX. SIZE OF RESIDENCE: Any residence erected upon any of the lots restricted shall contain a minimum of six-hundred and seventy-two (672) square feet of living area."

Clarification and definition:

(add to the end of Section XI on p. 4)

SECTION XI. OUTBUILDINGS

"A 'mobile home' is defined as any transportable living quarters capable of being transported by trailer or other means of transportation."

BY-LAWS
SOUTH SHORE HOMES ASSOCIATION

ORIGINAL COMPARED WITH RECORD

ARTICLE I

ORGANIZATION

A. Name

The name of this organization shall be the "South Shore Homes Association."

B. Purpose

To exercise such powers and duties as are set forth in the Home Association Declaration filed of record in the office of the Register of Deeds of Osage County, Kansas, in Book M-1, at page 708; to enforce the Declaration of Restrictions filed of record in the office of the Register of Deeds of Osage County, Kansas, in Book M-1, at page 707; and to perform such other functions as shall be in the best interest of the lot owners of the District; as defined by the aforementioned instruments, and as it exists from time to time. Further to exercise such powers and duties as are necessary for the betterment of the South Shore Homes and South Shore Estates areas.

ARTICLE II

MEETING OF LOT OWNERS

A. Annual Meeting of Lot Owners

The annual meeting of the lot owners shall be held on the *first Sunday in the month of May at the hour of one o'clock p.m.* for the purpose of electing officers and directors; for the determination and levy of the annual assessment for the fiscal year commencing June 1, 1965, and for each year thereafter; for the approval of the proposed budget for the fiscal year; and for the transaction of such other business as may come before the meeting. The meeting shall be held either within the district or at a place convenient for the holding of said meeting within three miles of the shore line of Pomona Reservoir in Osage County, Kansas.

B. Special Meeting of Lot Owners

A special meeting of lot owners may be called by the President or the Secretary or by a petition requesting same signed by not less than 30 lot owners submitted in writing to the Secretary. When a petition for a special meeting has been received by



STATE OF KANSAS } SS
County of Osage }
This Instrument Filed for Record this
25th day of June A.D. 20 02
at 10:30 o'clock A. M., and duly
recorded in Vol. M 98 Page 300
Linda L. Massey Reg. of Deeds

the Secretary, then the President shall call a special meeting of the lot owners within sixty (60) days after receipt of the petition.

C. Notice of Meeting of Lot Owners

Notice of meetings of lot owners shall be mailed to all lot owners not less than ten (10) days before the date of the meeting setting forth the place, the date, and the time of said meeting.

D. The Quorum

Twenty lot owners present at a meeting shall constitute a quorum for the transaction of business.

E. Voting

A person shall be entitled to as many votes as shall correspond with the number of lots owned. A lot owner may be present in order to vote or he may vote by proxy.

F. Officer to be Elected

At the annual meeting, there shall be elected a President, a Vice President, a Secretary/Treasurer and four Directors of the association.

G. Nomination for Officers and Directors

Not less than two (2) months before the annual meeting, the President shall appoint a nominating committee of at least five members to select candidates for officers and directors. Not more than two members of the nominating committee may then be serving as officers or directors of the association. A copy of the report of the nominating committee shall be mailed to all of the lot owners not less than twenty (20) days before the annual meeting. Other nominations for officers and directors may be submitted by a petition signed by eight lot owners and delivered to the Secretary not less than ten (10) days before the annual meeting. The Secretary shall notify all lot owners of the nominations received by petition by a notice mailed not less than five (5) days before the annual meeting. No nominations may be made in other than the manner herein prescribed.

H. Method of Election

An officer must be elected by a majority of the votes cast at the annual meeting. In the event no nominee receives a majority of the votes cast on the first ballot, then a second vote shall be taken to decide between the two nominees receiving the most votes on the first ballot. Only one ballot shall be taken for election of the Directors and the three nominees receiving the most votes shall be deemed elected, except, in

the event of a tie for the third position, a second ballot shall be cast between those nominees that tie. Elections shall be conducted by secret ballot.

ATTICLE III

DIRECTORS AND OFFICERS

A. General

The business and affairs of the association shall be managed by the Board of Directors.

B. Number, Tenure, and Qualifications of Officers and Directors

The Board of Directors shall consist of seven (7) persons, to-wit: the President, the Vice President, the Secretary/Treasurer and four Directors. An election every year for President, Vice President and Secretary/Treasurer, but would elect Directors for two years terms. No person shall serve as an officer or director unless he is a lot owner. The officers and directors shall take office as of the time of their election.

C. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business.

D. Voting

No action may be taken by the Board of Directors unless approved by a majority of the entire Board of Directors.

E. Regular Meeting of the Board

Four (4) regular quarterly meetings of the Board of Directors shall be held, one of which will be without further notice immediately after and at the same place as the annual meeting of lot owners.

F. Rulings Regarding Complaints

If or when a complaint is brought before the board or any board member, if not made during or near a regular meeting, a meeting shall be called within 15 days from the time of said complaint. The person making the complaint and the person in which the complaint is made against shall be invited to attend the board meeting. At such meeting the board will listen to both sides of the complaint. A ruling regarding the complaint brought before the board will then be made by the full board and this ruling shall be final.

G. Special Meeting

A special meeting of the Board of Directors may be called by the President, the Secretary/Treasurer, or any two (2) Directors. Notice of special meeting shall be given to all offices and directors not less than seven (7) days before the date of the meeting. The notice shall set forth the time and place of the meeting.

H. Vacancies

Vacancies in any office occurring during the term shall be filled by appointment by the Board of Directors. An officer or director appointed to fill a vacancy shall serve for the unexpired term.

I. Duties of Officers

The officers of the association shall assume those duties customarily devolving upon their office.

ARTICLE IV

NOTICE

Notices herein required shall be deemed delivered when deposited in the U. S. Mail, postage prepaid, addressed to the lot owner at his last known address as shown by the records of the Secretary.

ARTICLE V

MISCELLANEOUS

A. Contracts

The Board of Directors may authorize any officer to enter into contracts and execute any instruments in the name of or on behalf of the association.

B. Loans

The association shall be prohibited from borrowing money.

C. Orders for Payment

All checks, drafts, or orders for payment of money shall be signed by two of the three association officers, the President, the Vice President or the Secretary/Treasurer.

D. Budget

The Board of Directors shall prepare an annual budget for the fiscal year commencing June 1, 1964, and for each year thereafter, which shall be submitted to the annual meeting of the lot owners for approval. The annual budget shall set forth the proposed expenditures for the forthcoming year including the reasonable cost of administering the association. The President shall appoint an auditing committee to review the association books at the end of each year.

E. Fiscal Year

The fiscal year of the association shall commence on the 1st day of June of each year.

F. Annual Assessments

Any annual operating assessment that must be prorated under the provisions of the Homes Association Declaration shall be in the following manner: If a lot becomes assessable land within six (6) months after assessment is levied, then the full amount of the assessment shall be due. If a lot becomes assessable land more than six (6) months after assessment is levied, then one-half of the assessment shall be due.

G. Special Assessments

All special assessments levied shall be designated by the Board of Directors either as capital or operating assessments. The Board of Directors shall have authority to determine and levy all special assessments except that after June 1, 1965 all special assessments for capital improvements must be approved by a majority of the lot owners in attendance at a meeting of the lot owners. Notice setting forth the proposed special assessment for capital improvements must be mailed to the lot owners not less than ten (10) days before the meeting at which said special assessment is to be voted upon. A special assessment shall be due and payable thirty (30) days after it is levied except that any lot owner may extend the time for payment of a special assessment for capital improvement for four (4) months after it is levied by paying one-half of said assessment within thirty (30) days after it is levied. An owner of assessable land shall be obligated to pay to the Association all special assessments for capital improvements which shall have been levied but not paid since the 13th day of September, 1964.

ARTICLE VI

AMENDMENTS

These By-laws may be altered, amended, or repealed and new By-laws adopted at any annual meeting of the lot owners, or at any special meeting by a two-thirds majority of lot owners in attendance at said meeting. Any proposal for the change of By-laws must be submitted by the Board of Directors or by a petition signed by eight (8) lot owners and submitted to the Secretary not less than thirty (30) days before the annual meeting of the lot owners and said proposal shall be delivered to the lot owners not less than ten (10) days before the date set for the adoption of the alteration, amendments, repeal or new By-laws.

ARTICLE VII

RULES OR ORDER

The meeting of the Board of Directors and of the lot owners shall be conducted according to *Roberts Rules of Order*. The President may serve as parliamentarian or appoint a member of the Board of Directors to serve in that capacity.

ARTICLE VIII

INTERPRETATION OF BY-LAWS

Any questions regarding the interpretation of these By-laws shall be decided by the President. The President's decision may be appealed to the Board of Directors either by motion duly made and seconded by members of the Board of Directors or by vote of two-thirds of the lot owners present at annual or special meeting of lot owners.

ARTICLE IX

EFFECTIVE DATE OF BY-LAWS

These By-laws shall become effective upon approval by a majority of the Board of Directors in attendance at a meeting of the Board of Directors called for this purpose. Upon approval of these By-laws, they shall be retroactively effective to the 13th day of September, 1964.

ARTICLE X

APPROVAL OF BUILDING PLANS

A. Paid up Dues

No plans for any building on any lot will be approved by the Homes Association or developer until all dues and assessments owing on the lot are paid.

B. Size of Residence

Any residence erected upon any of the lots restricted shall contain a minimum of one thousand and two hundred (1,200) square feet of living area.

C. Building Lines

The building lines for lots on Pomona Lane, Dragoon Lane, and Dragoon Place in South Shore Estates will be changed from 50 feet to 30 feet.

D. Walking Easements

With board approval a lake assess easement may be moved from one side of a lot to the other side of that lot when owner owns two adjoining lots and the easement runs between them. All of the easement must come from the lot that the easement is being moved to so that none is taken from the adjoining lot. The cost, if any, of moving the easement will be born by the person(s) requesting the change.

SOUTH SHORE HOMES ASSOCIATION, INC.

These by-laws are for South Shore Homes and South Shore Estates. They shall be retroactive effective to the 13th day of September, 1964.

By: LF Robinson
LF Robinson, President
South Shore Homes Association

Date: 6/24/02

By: Gary Pope
Gary Pope, Vice President
South Shore Homes Association

Date: 6/24/02

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF OSAGE, ss:

BE IT REMEMBERED that on this 24th day of June, 2002 before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared LF Robinson, President and Gary Pope, Vice President both of South Shore Homes Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, to me personally known to be the same person who executed the above and foregoing Instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and Notarial Seal on the day and year last written above.

Christine M. Bradley
Christine M. Bradley, Notary Public

My appointment expires: 8-15-2005

 Christine M. Bradley
Notary Public
State of Kansas
My Appt. Expires 8-15-2005

\$20.00 check: South Shore Homes Assoc. Corp.
P.O. Box 74
Vassar, KS 66543

1227567

N21-39 c.

N21-39

South Shore Homes Association Amendment 1 to Declaration of Restrictions

A. Purpose

To exercise such powers and duties as are set forth in South Shore Homes Association Declaration of Restrictions filed on record in the office of the Register of Deeds of Osage County, Kansas, in Book M-1 page 707. To perform such other functions as shall be in the best interest of the lot owners of the district, as defined by the aforementioned instruments, and as it exists from time to time. Further to exercise such powers and duties as are necessary for the betterment of the South Shore Homes Association.

Section I. USE OF THE LAND:

All of the lots shall be known and described as residential lots and non of the said lots may be improved, used or occupied for other than private residential purposes except that this shall not prevent the location or use of one or more lots for the construction and maintenance of entrance walls, Gates, or Gatehouses, or swimming pool facilities or bathhouses upon the swimming pool area, or boathouse or clubhouse facilities or a stable as may be determined by the POMONA DEVELOPMENT COMPANY INC. No flat or apartment houses although intended for residential purposes, may be erected thereon. Any residence erected or being maintained thereon shall be designed for occupation by a single family and shall not exceed two stories in height. Residential lots may be used as State Licensed home based daycare with a maximum of 7 children upon the approval of the Board of Directors of South Shore Homes Association.



STATE OF KANSAS } 88
County of Osage
This instrument Filed for Record this
7th day of April A.D. 2008
at 8:35 o'clock A. M., and duly
recorded in Vol. N 21 Page 39
Linda L. Massey Reg. of Deeds
Recording fee \$ 8.00
Tech Fee \$ 4.00
Mtg. Reg. Fee \$
Total \$ 12.00 check

ORIGINAL COMPARED WITH RECORD

SOUTH SHORE HOMES ASSOCIATION, INC.

These by-laws are for South Shore Homes and South Shore Estates. They shall be retroactive effective to the 13th day of September, 1964.

By: Greg Vannorsdel
Greg Vannorsdel, President
South Shore Homes Association

Date: 4-2-08

By: Chris McCain
Chris McCain, Vice President
South Shore Homes Association

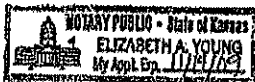
Date: 4-2-08

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF SAGE, ss:

BE IT REMEMBERED that on this 21 day of April, 2008 before me the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared Greg Vannorsdel, President and Chris McCain, Vice President both of South Shore Homes Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of the state of Kansas, to me personally known to be the same person who executed the above and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and Notarial seal on the day and year last written above.



Elizabeth A. Young

My appointment expires: 11/14/09

South Shore Homes Association, Inc.
P.O. Box 74
Vassar, KS 66543

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