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Register of Deeds T20050030725
Johnson Co ROD B:200505 P:003663

**FOXFIELD VILLAGE MASTER
HOMES ASSOCIATION DECLARATION
ADDITIONAL PHASE
(Duplex Lots)**

THIS DECLARATION is made as of the 3 day of June, 2005, by New Bedford Land Development Company, L.C., a Kansas limited liability company (the "Developer"), and Foxfield Court, L.L.C., a Kansas limited liability company (the "Additional Developer");

WITNESSETH:

WHEREAS, the Additional Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office"), an additional plat of the area commonly known as "Foxfield Village"; and

WHEREAS, such plat adds the following lots to the area (the "Additional Lots"):

Lots 1 through 22, FOXFIELD COURT, a subdivision in the City
of Olathe, Johnson County, Kansas.

WHEREAS, the Developer and the Additional Developer, as the owner of the Additional Lots, desire to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain Foxfield Village Master Homes Association Declaration (the "Original Declaration"), executed by the Developer and filed with the Recording Office as Instrument No. 3244974 in Book 7042 at Page 735.

NOW, THEREFORE, in consideration of the premises, the Developer and the Additional Developer, for themselves and for their respective successors and assigns, and for the future grantees of the Additional Lots, hereby agree and declare that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article X of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Each separate lot that will be created by certificate of survey or other means of creating a split of the platted Additional Lots, upon which one side of a duplex building has been, is being or will be constructed, is a "Duplex Unit" under the Original Declaration.

Tracts A and C of Foxfield Court are "District Common Areas" under the Original Declaration.

Article V of the Original Declaration (entitled Duplex Supplemental Annual Assessments) shall not be applicable to the Additional Lots. ✓

IN WITNESS WHEREOF, Developer and Additional Developer have caused this Declaration to be duly executed the day and year first above written.

DEVELOPER:

ADDITIONAL DEVELOPER:

NEW BEDFORD LAND DEVELOPMENT COMPANY, L.C.

FOXFIELD COURT, L.L.C.

By: Wilson Siemens
Wilson Siemens, Member

By: Matthew M. Adam
Matthew M. Adam, Member

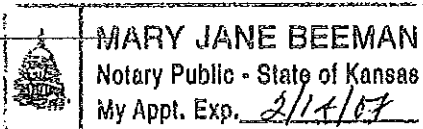
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on June 3, 2005 by Wilson Siemens, as a member of and on behalf of New Bedford Land Development Company, L.C., a Kansas limited liability company.

Mary Jane Beeman
Notary Public in and for Said County and State

Print Name: Mary Jane Beeman

My Commission Expires:

2/14/07


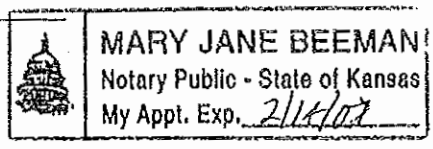
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on June 3, 2005 by Matthew M. Adam, as a Member of and on behalf of Foxfield Court, L.L.C., a Kansas limited liability company.

Mary Jane Beeman
Notary Public

Print Name: Mary Jane Beeman

My Commission expires:
2/14/07



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**FOXFIELD COURT
DECLARATION OF RESTRICTIONS**

THIS DECLARATION is made as of the 3 day of June, 2005, by FOXFIELD COURT, L.L.C., a Kansas limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas a plat of the subdivision known as "Foxfield Court", which plat includes the following described lots and tracts:

Lots 1 through 22, and Tracts A, B and C, FOXFIELD COURT, a subdivision of land in City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

WHEREAS, Developer, as the present owner and developer of the above-described property, desires to place certain restrictions on such property to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of Developer, and all of said restrictions shall be for the use and benefit of Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described property shall be, and hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Approving Party" means (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Board (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

(b) "Architectural Committee" means: (i) prior to the Turnover Date, the Developer (or its designees from time to time); and (ii) on and after the Turnover Date, a committee comprised of at least three members of the Homes Association, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the provisions of Section 13 below).

(c) "Board" means the Board of Directors of the Homes Association.

(d) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer with the Recording Office stating that all of the Lots in the Subdivision (as then contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(e) "City" means the City of Olathe, Kansas.

(f) "Common Areas" means Tracts A, B and C of Foxfield Court and any other areas designated by the Developer as being a Common Area in any amendment or supplement to this Declaration.

(g) "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.

(h) "Developer" means Foxfield Court, L.L.C., a Kansas limited liability company, and its successors and assigns.

(i) "Duplex Unit" means, collectively, a Lot and the residential unit that will be, is being or has been constructed thereon.

(j) "Exterior Structure" means any structure erected or maintained or proposed to be erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, sport court, swimming pool, hot tub, pond, basketball goal, flag pole, antennae, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(k) "Homes Association" means the Kansas not-for-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the Subdivision.

(l) "Lot" means each separate lot created by certificate of survey or other means of creating a split of the platted lots in the Subdivision, upon which one side of a duplex building has been, is being or will be constructed.

(m) "Master Association" means Foxfield Village Master Homes Association, Inc., a Kansas non-profit corporation, and its successors and assigns. The Master Association will be responsible for Tracts A and C of Foxfield Court.

(n) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(o) "Recording Office" means the Office of the Register of Deeds of Johnson County, Kansas.

(p) "Subdivision" means all of the Lots, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(q) "Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Lots in the Subdivision (as then contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer from using trailers or temporary buildings or structures or any residence for model, office, sales, or storage purposes during the development and build out of the Subdivision.

3. Building Material Requirements.

(a) All exterior construction materials shall be of the specific type and colors approved by the Approving Party.

(b) All applicable exterior components (except roofs, brick, stone and similar components) shall be covered with a workmanlike finish of paint or stain. All exterior basement foundations and walls, if exposed in excess of 12 inches above final grade, shall be painted the same color as the residence.

(c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (except for termination of a heatilator vent). All fireplace flues shall be capped with a black or color-conforming metal rain cap. ✓

(e) All driveways and sidewalks shall be concrete.

(f) Each Duplex Unit shall have at least a two-car garage. No car ports are permitted.

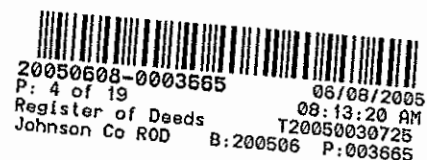
(g) Developer, in its sole discretion, may allow variances from the foregoing requirements of this Section 3.

4. Approval of Plans; Post-Construction Changes; Grading.

(a) Notwithstanding compliance with the provisions of Section 3 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme have been submitted to and approved in writing by the Developer or, in the case of Exterior Structures to the extent provided in Section 7 below, the Architectural Committee. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plan, general landscaping plan or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the Developer or the Architectural Committee, as the case may be.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Architectural Committee. Arch

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to ✓



final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Developer not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or subsurface material. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Developer may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) During the construction of the residence and improvements on the Lot, the Owner shall install and maintain in good condition at all times all silt fencing and other erosion control devices as may be required by any governmental authority and/or the Developer and shall promptly remove the same once proper growth of sod or other ground cover allows such removal under applicable governmental laws, ordinances and regulations.

(e) Approval of plans or specifications by the Developer, or any other Approving Party is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.

5. Set Backs. No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Approving Party shall have (i) the right to decrease, from time to time and in its discretion, the setback lines for a specific Lot, to the extent they are greater than the minimum set backs required by the City, by filing an appropriate instrument in writing in the Recording Office, and (ii) the right to increase, in its discretion, the setback lines for a specific Lot.

6. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within three months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within nine months after such commencement. In the event such construction is not commenced within such three month period (or extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at its original sale price. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

7. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping

plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the Architectural Committee shall not be required for (I) any Exterior Structure erected by or at the request of the Developer or (II) any Exterior Structure that (A) has been specifically approved by the Developer prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Approving Party, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) No fences or patio or boundary wall shall be permitted on any Lot or Common Area, (i) except as may be constructed around a patio (extending only to the rear of any deck stairs or other location specifically authorized by the Approving Party) with the express written consent of the Approving Party, and consisting of styles, height, and materials expressly approved by the Approving Party, and (ii) except for any fencing installed by or for the Developer or the Homes Association.

(ii) No screened-in porches shall be constructed without the prior written consent of the Developer.

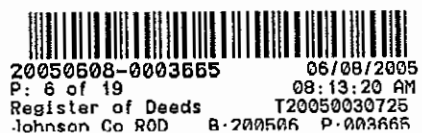
(iii) No shed, barn, detached greenhouse or outbuilding, storage facility, detached garage, sports court of any kind, basketball goal, animal run, trampoline, play house or any other play structure, tree house, batting cage, tennis court, swimming pool or clothesline shall be erected upon, moved onto or maintained upon any Lot. An animal house may be located only within the patio area of the Duplex Unit and then only if such patio area is shielded from views in accordance with the provisions of this Declaration.

(iv) No Exterior Structure that is prohibited under Section 8 below shall be permitted under this Section 7.

(c) No fence, wall or other Exterior Structure installed by or for the Approving Party anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Approving Party.

8. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this



restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City.

(b) No noxious or offensive activity shall be carried on with respect to any Duplex Unit; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Duplex Unit or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his Duplex Unit in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Overnight parking of motor vehicles, boat or other trailers, or similar apparatus of any type or character in streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (f) below, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, jet-ski, trailer, camper, mobile home, or similar apparatus shall be left or stored over night on any Lot or any Common Area, except in an enclosed garage.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Subdivision except during such limited time as such truck or vehicle is actually being used in the Subdivision during normal working hours for the specific purpose for which it is designed.

(f) Recreational motor vehicles of any type or character are prohibited except:

(i) When stored in an enclosed garage;

(ii) Temporary parking on the driveway for the purpose of loading and unloading (maximum of one overnight every 14 days); or

(iii) With prior written approval of the Approving Party.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish (in excess of 39 inches in diameter as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Duplex Units. Notwithstanding any

provision in this Declaration to the contrary, small satellite dishes (maximum 39 inches in diameter) may be installed, with the prior written consent and in accordance with the requirements of the Approving Party so as to render the installation as inoffensive as possible to the other Owners.

(h) No artificial flowers, trees or other vegetation, sculptures, birdbaths, fountains, yard art, or similar decorative objects shall be permitted on the exterior of any residence or in any yard area adjacent to any Duplex Unit.

(i) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior landscape lighting must be approved in advance by the Approving Party.

(j) No garage sales, sample sales or similar activities shall be held within the Subdivision without the prior written consent of the Homes Association.

(k) No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(l) All residential service utilities shall be underground, except with the approval of the Developer.

(m) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three months (except with the specific written consent of the Approving Party).

(n) No storage shall be permitted under a deck.

(o) No outside or underground fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills).

(p) Except for signs erected by or for Developer or its approved realtor for the Subdivision, no sign of any kind shall be displayed to the public view in the Subdivision except: (i) in the yard immediately in front of the Duplex Unit, a sign advertising the Duplex Unit for sale (but not rental), (ii) with the specific written approval of the Board, or (iii) one political sign per candidate or issue, not more than three feet high or three feet wide, in the yard immediately in front of the Duplex Unit for up to three weeks before the election but must be removed within 24 hours after the election. No signs offering a Duplex Unit for rent or lease shall be allowed in the Subdivision. If these limitations on the use of signs, or any part thereof, are determined to be unlawful, the Board reserves the right to regulate the use of signs in a manner not in violation of law.

(q) No trash, refuse, or garbage can or receptacle shall be placed on any Duplex Unit outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection.

(r) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(s) No Duplex Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Duplex Unit and the improvements thereon and the use thereof and the Common Areas and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Subdivision.

(t) The Developer and the Homes Association may enforce the foregoing restrictions and other provisions of this Declaration by establishing and levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

9. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Duplex Unit or in any yard area adjacent to any Duplex Unit. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Duplex Unit, provided that: (i) the City ordinances and other applicable laws are satisfied; (ii) the maintaining of animals shall be subject to such rules, regulations, fines and other enforcement rights as the Board may from time to time promulgate; and (iii) the right of an owner or occupant to maintain an animal in a Duplex Unit shall be subject to termination if the Board, in its discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Subdivision or other Duplex Units or occupants. All pets shall be confined to the Duplex Unit of the Owner except when on a

leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas, areas owned by others and their own Lot.

10. Lawns, Landscaping and Gardens. No trees, bushes, flowers, gardens or other landscaping (other than landscaping installed by the builder as part of construction of the residence in accordance with the approved plan or landscaping installed by or for the Developer or the Homes Association) shall be installed or maintained by or for any Owner on the Owner's Lot or in any Common Area, without the express written consent of the Developer or the Board.

11. Easements for Public Utilities, Drainage, and Maintenance.

(a) The Developer 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, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer, and the Homes Association for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line service and maintenance.

(b) The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through each Duplex Unit in the Subdivision for the purpose of performing the duties of the Homes Association, including performing any maintenance obligations relating to such Duplex Unit and any Common Area.

(c) The Developer, and the Homes Association, through its authorized representative(s), may at any reasonable time enter any Duplex Unit, without being deemed guilty of trespass, for the purpose of inspecting the Duplex Unit and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder.

(d) In the event any easement rights granted in this Section are exercised with respect to any Duplex Unit, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to such Duplex Unit resulting from the exercise of such easement rights and restore the Duplex Unit to as near the original condition as possible.

(e) The Developer and the Homes Association shall have the right and perpetual nonexclusive easement to install, maintain, operate and replace a common underground sprinkler system(s) on the Lots and Common Areas for purposes of

watering all grass areas and any landscape areas for which the Homes Association is responsible.

(f) The Developer, the Homes Association and their respective agents and contractors shall have the right and perpetual nonexclusive easement to enter on and use such portions of each Lot as may be reasonably necessary to permit them to exercise and perform the rights and obligations reserved, given to or imposed on the Developer and the Homes Association.

(g) No water from any roof, downspout, sump pump, perimeter basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line.

12. Common Areas.

(a) The Developer and its successors, assigns, and grantees, as Owners, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Homes Association or the Master Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 11 above.

(c) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

(d) The Developer and the Homes Association or Master Association, as applicable, shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

(e) By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of any exercise equipment that may be installed as part of the Common Areas. The Developer and the Homes Association and the officers and directors of the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Developer or the Homes Association or any officer or director of the Homes Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of any exercise equipment and such inherent

risks and hazards, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

13. Architectural Committee.

(a) No more than two members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee may be divided by the Board into two classes with staggered two-year terms. The foregoing provisions of this subsection (a) shall not apply until the Turnover Date. Until such date, the Developer or its designees shall be the Architectural Committee.

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 7 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions. Any written application complete with all required drawings and other information that is not acted upon by the Architectural Committee within 45 days after the date on which it is filed shall be deemed to have been approved.

(d) After the Turnover Date, any applicant or other person who is dissatisfied with a decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within thirty days after the date the Architectural Committee renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any

proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the Architectural Committee shall be final and conclusively binding on all parties and shall be deemed to be the decision of the Architectural Committee for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment of a reasonable fee by the appealing party.

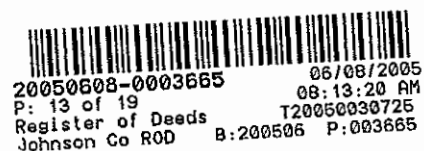
14. No Liability for Approval or Disapproval.

(a) Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions or guidelines.

(b) If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, the Architectural Committee, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, the Board, or individual sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association, each member of the Architectural Committee, and Developer (to the extent a claim may be brought against Developer by reason of its appointment, removal of or control over, or failure to control, any such other person) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the association), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

15. Covenants Running with Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other



provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during his ownership; provided, however, that an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Developer, the Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions, reservations and other provisions set forth in this Declaration, in addition to any action at law for damages. To the extent permitted by law, if the Developer or the Homes Association files such court action and is successful in obtaining a judgment or consent decree in any such court action or otherwise obtaining compliance by the breaching party, the Developer and/or Homes Association shall be entitled to receive from the breaching party, as part of the judgment or decree or any dismissal or settlement, the actual legal fees, costs and expenses incurred by the Developer and/or Homes Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Homes Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

In addition to the specific provisions of this Declaration that allow the Developer to make certain decisions or give permission for certain matters, the Developer may, under special situations or circumstances as determined by it, allow variances or waivers of the requirements or terms set forth in this Declaration. Any such variation or waiver so granted by the Developer shall not constitute a waiver of such requirement or term in any other situation or under any other circumstances.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

16. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

17. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2035, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2035, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2034, or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least 60% of the Lots within the Subdivision as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association under express authority and action of the Board. After the recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be amended, modified or terminated in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Homes Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75% or more of the full number of directors on the Board of the Homes Association and then approved at a duly held meeting of the members of the Homes Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least 60% of the Lots.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument in writing for such purpose, (i) if the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation or any other similar agencies shall require such action as a condition precedent to the approval by such agency of the Subdivision or any part of the Subdivision or any Duplex Unit in the Subdivision, for federally-approved mortgage financing purposes under applicable governmental programs, laws and regulations, (ii) if the City requires such action as a condition to approval by the City of some matter

relating to the development of the Subdivision, (iii) if a typographical or factual error or omission needs to be corrected in the opinion of the Developer, (iv) to indicate the legal descriptions of the Lots as they are created, or (v) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Subdivision. No such amendment by the Developer shall require the consent of any Owner.

(c) If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of Developer, the now-living children and grandchildren of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

18. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any tract street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion.

19. Party Walls and Related Matters.

(a) The boundary line between the two attached Duplex Units on adjoining Lots will be the center line of the wall dividing the two Duplex Units (the "Wall"), notwithstanding the fact that the boundary line shown upon any Plat creating such Lots may not be located precisely upon said center line of the Wall. The Owner of each such Lot from time to time shall have the full rights of ownership, use and occupancy of the residence located primarily upon such Lot and the Owner of one Duplex Unit shall not have any right, title or interest in any part of the Duplex Unit located primarily upon the other parcel.

(b) Subject to the provisions of subsections (e) and (f) below, the Owners of the attached Duplex Units from time to time shall, at their sole cost and expense, make all repairs and perform all maintenance required upon the surface and non-structural elements of the portion of the Wall which serves as an interior wall of the living unit owned by such Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one Owner or such Owner's tenants, agents, employees, guests or invitees, then, subject to the provisions of subsection (f) below, such repairs or maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance.

(c) Subject to the provisions of subsections (e) and (f) below, the Owners of the attached Duplex Units from time to time shall make or cause to be made all repairs and maintenance to all utilities to the extent common to both Duplex Units, including, but not limited to, and to the structural elements of the Wall, with the cost of such repairs or maintenance to be paid one-half (1/2) by the Owner of each Duplex Unit; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one Owner or such Owner's tenants, agents, employees, guests or invitees, then, subject to the provisions of subsection (f) below, such repairs or maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance.

(d) Any and all repairs and maintenance which either Owner or both Owners jointly shall be required to perform hereunder or shall elect to perform shall be done in a good and workmanlike manner and in full compliance with all laws, ordinances, statutes, rules and regulations of any federal, state, county or local government or governmental agency or authority. Any such repairs and maintenance, once commenced, shall thereafter be diligently pursued to completion. Each Owner shall have a reciprocal easement across the other Owner's Duplex Unit to allow reasonable access for the purpose of making inspections and performing any maintenance or repairs. Such easement rights shall be exercised in such a manner as to avoid, to the extent reasonably practicable, unnecessary interference with the use and occupancy of the other Owner's Duplex Unit.

(e) Each Owner shall keep and maintain insurance coverage with respect to the portion of the building owned by such Owner and with respect to the Wall, insuring the improvements against damage or destruction by fire, lightning, wind, hail, explosion, vandalism and other hazards generally covered in the area under standard extended coverage homeowner's insurance, in an amount equal to not less than full replacement cost. If requested by the Homes Association, the Homes Association shall be named as an additional insured on such insurance coverage and shall be provided, upon request, with a certificate of insurance evidencing such coverage. Such insurance shall contain provisions whereby the insurer consents to the mutual waiver of liability contained in subsection (f) below. In the event of any fire or other casualty with respect to the building or any portion thereof, the building or such portion shall be repaired or restored by the Owners according to a uniform architectural plan and finish approved by the Approving Party. The cost of such repair and restoration shall be apportioned to each Owner according to the actual cost of repair and restoration of such Owner's Duplex Unit.

(f) Notwithstanding anything to the contrary herein, each Owner of attached Duplex Units hereby releases the other Owner, its tenants, agents, employees, guests or invitees from all liability for damage due to any act or neglect of the other Owner, its tenants, agents, employees, guests or invitees (except as herein provided) occurring to the building which is or might be incident to or the result of a fire or any other casualty which is or would be covered by the casualty insurance policy described in subsection (e)

above or which is covered by any other insurance actually maintained by the Owner or its tenants or other occupants; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful act or omission of either Owner.

(g) Neither Owner shall have the right, except with the prior written consent of the other Owner, to (A) make any alterations or additions to the Wall or any part thereof, except non-structural interior alterations made within the living unit in the building, or (B) take any action which will adversely affect the structural integrity or sound transmission prevention qualities of the Wall. To the extent any Owner shall make any alterations or additions to the Wall, (i) such Owner shall, at its sole cost and expense, keep and maintain such alterations or additions in good condition and repair, and (ii) in the event of any fire or other casualty, the restoration and repair of such alterations or additions shall be at the sole cost and expense of such Owner.

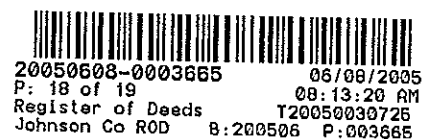
(h) The exterior of the building of attached Duplex Units shall be decorated with a uniform color which shall be agreed upon by the two Owners and approved by the Approving Party. Should there be a disagreement as to the necessity, time, manner or extent of repainting the exterior color of the building, the Board shall resolve the dispute and if either Owner shall fail or refuse to pay its share of such expense, the other Owner may have the work done and be entitled to a lien against the other Owner's Lot as provided for in subsection (i) below. The provisions of the foregoing sentence shall not apply if and to the extent the Homes Association is responsible for repainting the residential buildings in the Subdivision pursuant to the Foxfield Court Homes Association Declaration, and repainting of the residence shall be covered thereby.

(i) Should an Owner fail or refuse to pay any costs or expenses as provided in this Section, the non-defaulting Owner shall be entitled to a lien on the Lot of the Owner so failing or refusing to pay to the extent of such costs or expenses. Payment of such costs or expenses may be enforced as a lien on such Duplex Unit through proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. Such non-defaulting Owner may also file a certificate of nonpayment of such costs and expenses against the defaulting Owner's Lot in the Recording Office. Such liens shall continue for a period of five years from the date of nonpayment of the costs or expenses, unless suit shall have been instituted for collection of the costs or expenses, in which case the lien shall continue until payment in full or termination of the suit against the defaulting party.

(j) To the extent not inconsistent with the provisions of this Section, the laws of the State of Kansas regarding party walls shall be applicable with respect to each Wall.

20. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

21. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of Kansas.



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

THE DEVELOPER:

FOXFIELD COURT, L.L.C.

By: *Matthew M. Adam*
Matthew M. Adam, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

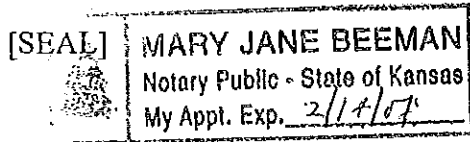
This instrument was acknowledged before me on June 3, 2005 by Matthew M. Adam, as a Member on behalf of Foxfield Court, L.L.C., a Kansas limited liability company.

Mary Jane Beeman
Notary Public in and for
Said County and State

Print Name: *Mary Jane Beeman*

My Commission Expires:

2/14/07



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**FOXFIELD COURT
HOMES ASSOCIATION DECLARATION**

THIS DECLARATION is made as of the 3 day of June, 2005, by FOXFIELD COURT, L.L.C., a Kansas limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "Foxfield Court," which plat includes the following described lots and tract:

Lots 1 through 22, and Tract B, FOXFIELD COURT, a subdivision
in the City of Olathe, Johnson County, Kansas.

WHEREAS, Developer, as the present owner and developer of the above-described property, desires to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I. DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

- (a) "Board" means the Board of Directors of the Homes Association.
- (b) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer with the Recording Office stating that all of the Lots in the Subdivision (as then contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed;

provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any earlier time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(c) "City" means the City of Olathe, Kansas.

(d) "Common Areas" means (i) Tract B of Foxfield Court and the fitness center and other improvements thereon and personal property therein, and (ii) all entrance areas and similar areas that are not maintained by the Master Association. "Common Areas" shall not include Tracts A and C of Foxfield Court, since those areas are to be maintained by the Master Association.

(e) "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.

(f) "Developer" means Foxfield Court, L.L.C., a Kansas limited liability company, and its successors and assigns.

(g) "Homes Association" means the Kansas non-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the Subdivision.

(h) "Lot" means each separate lot created by certificate of survey or other means of creating a split of the platted lots in the Subdivision, upon which one side of a duplex building has been, is being or will be constructed.

(i) "Master Association" means Foxfield Village Master Homes Association, Inc., a Kansas non-profit corporation, and its successors and assigns.

(j) "Owner" means the record owner(s) of title to any Lot, including the Developer.

(k) "Recording Office" means the Office of the Register of Deeds of Johnson County, Kansas.

(l) "Subdivision" means collectively all of the above lots in Foxfield Court, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(m) "Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Lots in the Subdivision (as then contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the

Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

ARTICLE II. HOMES ASSOCIATION MEMBERSHIP

Until the Turnover Date, the Homes Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner of a Lot, including the Developer as an Owner, shall be a Class B member. Until the Turnover Date, all voting rights shall be held by the Class A member, except that the Class B members shall have the sole right to vote on increases in monthly assessments as provided in clause (c) of Section 2 of Article IV below and to vote any special assessments as provided in clause (III) of Section 1(b) of Article V below.

After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Lots in the Subdivision and every such Owner shall be a member.

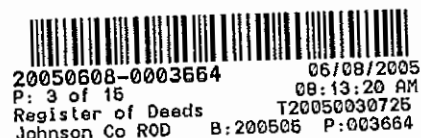
Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot for which he is the Owner; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot. During any period in which a member is in default in the payment of any assessment levied by the Homes Association under this Declaration, the voting rights of such member shall be suspended until such assessment has been paid in full.

Subject to the foregoing, the Homes Association shall be the sole judge of the qualifications of each Owner to vote and their rights to participate in its meetings and proceedings.

ARTICLE III. POWERS AND DUTIES OF THE HOMES ASSOCIATION

1. In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in the Homes Association's name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Lots or other part of the Subdivision; provided, however, that this right of enforcement shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the Homes Association or other parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth or



otherwise by law. The expense and cost of any such enforcement proceedings by the Homes Association shall be paid out of the general funds of the Homes Association, except as herein provided. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his own name.

(b) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Common Areas, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(c) To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Homes Association, the Common Areas and the property within the Subdivision.

(d) To levy the assessments and related charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments and related charges.

(e) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer or other parties and the Homes Association and its members, and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with the Developer, other developers, other homes associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the Subdivision, and the sharing of expenses associated therewith.

(g) To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Homes Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas, and planning and coordination of activities.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the Subdivision; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the Subdivision neat in appearance and in good order.

(j) To exercise any architectural, aesthetic or other control and authority given and assigned to the Homes Association in this Declaration or in any other deed, declaration or plat relating to all or any part of the Subdivision.

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations, restrictions and guidelines, and the recorded declarations, by levying fines and other enforcement charges and taking such other lawful actions as the Homes Association, in its discretion, deems appropriate.

(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

2. In addition to the duties required by other portions of this Declaration and by law, the Homes Association shall have the following duties and obligations with respect to providing services to all Owners within the Subdivision:

(a) To the extent not provided as a service by any governmental authority or the Master Association, the Homes Association shall provide for the collection and disposal of rubbish and garbage for each residence one day per week (which day, if possible, shall be the same for all residences). The Homes Association, however, shall not be obligated to provide any recycling services.

(b) The Homes Association shall at all times, from and after its date of formation and at its expense, be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Common Areas, subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

(c) The Homes Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas on all Lots, and trimming and replacement of all trees, and the care (but not the replacement) of foundation, deck or patio plantings. Such mandatory services shall not include the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Homes Association.

(d) The Homes Association shall provide and pay for the costs of spring start-up, winterization, and repair, maintenance and operation of central lawn sprinkler systems to water all grass on the Lots and Common Areas.

(e) The Homes Association shall provide snow (but not ice) clearing for the driveways, front sidewalks and front porches (but not back patios) on the Lots, as soon as possible when the accumulation reaches two inches or more and the snow has stopped.

Neither the Homes Association nor any Owner shall apply any salt, ice melt or chemical treatments to any such surfaces.

(f) The Homes Association shall maintain, repair and replace all sanitary sewer service lines from the applicable manhole or connection to the main line or lateral line to the entry point into the building, as and when necessary.

(g) If required by the U.S. Post Office, the Homes Association shall maintain, repair and replace all mailboxes and mailbox posts.

(h) The Homes Association shall provide for the periodic painting (but not repair or replacement) and caulking of exterior painted surfaces of each residential building. The cost incurred by the Homes Association in connection with the foregoing shall be paid for and specially assessed against the two Owners of the applicable Lots and the two Lots on an equal basis per Lot.

The Board shall have the right to further determine the scope and timing of the foregoing services and shall have the right (but not the obligation) to establish, maintain and expend reserve funds for the improvements on the Common Areas and the services to be provided by the Homes Association under this Section 2 (except that no reserves shall be established or maintained for the repainting and caulking services under clause (h) above). Neither the Developer, any director nor the Homes Association shall be liable to any Owner or other party for any failure to establish or maintain any such reserves or if any such reserves are inadequate.

ARTICLE IV. MONTHLY ASSESSMENTS AND INITIATION FEE

1. For the purpose of providing funds to enable the Homes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the Subdivision (other than Lots then owned by the Developer and Lots then owned by a builder prior to the earlier of initial occupancy of the residence thereon as a residence or the sodding of the yard) shall be subject to an monthly assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such monthly assessment per Lot shall be fixed periodically by the Board, subject to Section 2 below, and, until further action of the Board, shall be \$155.00 per month.

2. The rate of monthly assessment upon each assessable Lot in the Subdivision may be increased as to and for each calendar year:

(a) For each of years 2006 through 2008, by the Board from time to time, without a vote of the members, by up to 20% over the rate of monthly assessment in effect for the preceding calendar year;

(b) After year 2008, by the Board from time to time, without a vote of the members, by up to 10% over the rate of monthly assessment in effect for the preceding calendar year; or

(c) At any time by any amount by a vote of the members (being for this limited purpose solely the Class B members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase.

Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of monthly assessment at an amount that will permit the Homes Association to perform its duties as specified in Section 2 of Article III above.

3. The monthly assessments provided for herein shall be based upon the calendar year (commencing in 2005) and shall be due and payable on the first day of each month; provided, however, that (i) the first full assessment for each Lot shall be due and payable only upon commencement of occupancy of the residence on the Lot as a residence and shall be prorated as of the date thereof, and (ii) prior to such initial occupancy, a partial assessment for a Lot shall be due and payable upon installation of the sod on the Lot (which partial assessment shall be determined by the Developer). No Lot shall be entitled to receive any services to be provided by and through the Homes Association until such time as the first monthly assessment has been paid with respect thereto.

4. An initiation fee of \$250.00 shall be payable by the new Owner to the Homes Association, for use as part of the general funds of the Homes Association, upon each of the following events with respect to each Lot:

(i) The initial occupancy of the residence on the Lot after the residence is constructed (which initiation fee is in addition to the first regular monthly assessment, as it may be prorated); and

(ii) Each subsequent transfer of ownership of the Lot for value.

ARTICLE V. SPECIAL ASSESSMENTS

1. In addition to the monthly assessments provided for herein, the Board:

(a) shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent the Homes Association expends any money (for services, materials, and legal fees and expenses) to correct or eliminate (by enforcement, self-help or otherwise) any breach by such Owner of any agreement,

obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot;

(b) shall levy from time to time special assessments against each and every Lot (other than any Lot then owned by the Developer or by a builder prior to the earlier of the initial occupancy of the residence thereon as a residence or the sodding of the yard) in an equal amount that is sufficient, when aggregated, to enable the Homes Association (I) to perform its duties as specified in Section 2 of Article III above that require any expenditure during any period in an amount in excess of the general and reserve funds of the Homes Association available therefor, (II) to pay the costs of any emergency expenditures deemed necessary by the Board and (III) to pay the costs of any capital improvements approved by a vote of the members (being for this limited purpose solely the Class B members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting (in person or by proxy) and entitled to vote thereon authorize such increase by an affirmative vote for the proposed capital expenditure; and

(c) shall levy special assessments against the two Lots sharing a residential building and the Owners thereof for the costs incurred by the Homes Association to repaint and caulk the building, as contemplated in Section 2(h) of Article III above.

2. In the event an Owner fails to properly maintain, repair, or replace any improvements on the Owner's Lot, the Homes Association, acting through the Board and after giving adequate notice to the Owner of the need for the maintenance, repair, or replacement, may enter onto the Lot and perform such maintenance, repair, or replacement. The Homes Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Lot and shall be a special assessment against the Owner and the Owner's Lot.

3. If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board of Directors, or any committee, or any individual director, officer or committee member of the Homes Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, Board of Directors, or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees and court costs. Such recovery right shall constitute a special assessment against the Owner and the Owner's Lot.

4. Each special assessment shall be due and payable by the Owner of the Lot upon the Homes Association giving notice of the assessment to the Owner of the Lot, shall be a lien on the Lot until paid in full, and shall be enforceable as provided in this Declaration.

ARTICLE VI. DELINQUENT ASSESSMENTS

1. Each assessment regarding a Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Homes Association on the Lot against which it is levied as soon as the assessment becomes due. Should any Owner fail to pay any assessment with respect to the Owner's Lot in full within 30 days after the due date thereof, then such assessment shall be delinquent, the Owner shall be charged a late fee of 5% of the unpaid amount and the unpaid amount shall bear interest at the rate of 10% per annum (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent assessment and the lien on the Lot. Should the Homes Association engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner(s) of the Lot, jointly and severally, at the time when the assessment became due.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such assessments to the extent applicable to periods prior to the earlier of (i) the entry of the order allowing such foreclosure, or (ii) the execution of a deed in lieu thereof, but shall not release such Lot from liability for any assessment applicable to periods thereafter. If the Owner subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

3. Payment of a delinquent assessment with respect to a Lot may be enforced by judicial proceedings against the Owner personally and/or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the Recording Office, and/or the office of the Clerk of the District Court for Johnson County, Kansas, whenever any assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$200.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

5. The Homes Association may cease to provide any or all of the services (including, without limitation, use of Common Areas and trash services) to be provided by or through the

Homes Association with respect to any Lot during any period that the Lot is delinquent on the payment of an assessment due under this Declaration, and no such cessation of use privileges or services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner may waive or otherwise avoid liability for any assessment by not using any Common Areas or declining any services provided through the Homes Association.

6. No claim of the Homes Association for assessments and charges shall be subject to setoffs or counterclaims made by any Owner. To the extent permitted by law, each Owner hereby waives the benefit of any redemption, homestead and exemption laws now or hereafter in effect, with respect to the liens created pursuant to this Declaration.

7. Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Lots and the Subdivision, and to continue to provide service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

ARTICLE VII. LIMITATION ON EXPENDITURES

Except for matters contemplated in Section 2 of Article III above, the Homes Association shall at no time expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus and available reserves which it may have on hand from prior years. The Homes Association shall not have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for (i) contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years, and (ii) matters contemplated in Section 2 of Article III above.

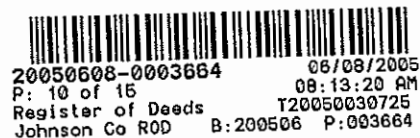
ARTICLE VIII. NOTICES

1. The Homes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Homes Association may be transacted.

2. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the Owner at the address of the Lot. Notice to one co-Owner shall constitute notice to all co-Owners.

ARTICLE IX. EXTENSION OF SUBDIVISION

The Developer shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any tract, street, park or



right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such additional property to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable, as solely determined by the Developer in its absolute discretion.

ARTICLE X. AMENDMENT AND TERMINATION

1. This Declaration may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (a) the Owners of at least 60% of the Lots within the Subdivision as then constituted and (b) if prior to the recording of the Certificate of Substantial Completion, the Developer. After recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Homes Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75% or more of the full number of directors on the Board of the Homes Association and then approved by the members of the Homes Association at a duly held meeting of the members of the Homes Association (called in whole or in part of that purpose) by the affirmative vote of Owners owning at least 60% of the Lots.

2. Anything set forth in Section 1 of this Article to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation or any other similar agencies shall require such action as a condition precedent to the approval by such agency of the Subdivision or any part of the Subdivision or any Lot in the Subdivision, for federally-approved mortgage financing purposes under applicable governmental programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Subdivision, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, (iv) to indicate the legal descriptions of the Lots as they are created, or (v) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Subdivision. No such amendment by the Developer shall require the consent of any Owner.

3. If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of the

Developer and the now-living children and grandchildren of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

ARTICLE XI. ASSIGNMENT

1. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

2. The Homes Association shall have no right, without the written consent of the Developer, to assign, convey, or transfer all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

ARTICLE XII. COVENANTS RUNNING WITH THE LAND

1. All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the provisions of this Declaration as applied to the Lot owned by such Owner. The provisions of this Declaration shall not benefit or be enforceable by any creditor of the Homes Association (other than the Developer) in such capacity as a creditor.

2. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation or default.

3. No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

ARTICLE XIII. GOVERNING LAW AND SEVERABILITY

1. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

2. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

ARTICLE XIV. COMMON AREAS

1. The Developer shall have the right (but is not obligated) to provide Common Areas for the use and benefit of the Subdivision. The size, location, nature and extent of the clubhouse and related improvements and exercise equipment (the "Fitness Center"), and all other aspects of the Common Areas that are provided by the Developer, shall be determined by the Developer in its absolute discretion.

2. If the Fitness Center is so constructed and made available for use by residents of the Subdivision, the following shall apply:

(a) Following substantial completion and opening for use (as determined by the Developer), the Developer shall convey, without charge and free and clear of any mortgages, security interests, or mechanic's liens, title to the Fitness Center to the Homes Association. Such title transfer shall be by special warranty deed and bill of sale, as applicable. Thereafter, the Homes Association shall cause adequate property and liability insurance to be continuously maintained on the Fitness Center and, so long as Developer owns any Lots in the Subdivision, cause the Developer to be named as an additional insured on such insurance coverage.

(b) The Homes Association shall pay (i) all operating expenses (as defined below) and (ii) all post construction capital expenditures (as defined below) relating to the Fitness Center. The Homes Association shall pay the amounts due from it under this subsection out of the assessments collected from the Owners of the Lots subject to this Declaration; provided, however, that for each of the first two calendar years in which the Fitness Center is in operation, the per residence payment by the Homes Association toward operating expenses for the Fitness Center shall not exceed \$5.00 per month.

(c) For purposes hereof, the "operating expenses" of the Fitness Center generally has the meaning attributed thereto under generally accepted accounting principles, consistently applied, but shall not include (i) any costs of the Developer of acquiring, developing, improving, constructing, erecting or initially equipping the Fitness Center or the site on which such facilities are located, (ii) any depreciation or amortization of the costs described in clause (i) above, or (iii) any financing or debt service expenses related to the costs described in clause (i) above.

(d) For purposes hereof, "post construction capital expenditures" means any expenditures to be made or incurred after the initial completion (as specified by the Developer) of the Fitness Center for additional equipment, furniture, or other capital assets, including the expansion, addition or replacement of any equipment or facilities,

and any other expenditures that would be capitalized under generally accepted accounting principles, consistently applied. All post construction capital expenditures shall be made at the discretion of the Homes Association.

(e) By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of exercise equipment that may be installed as part of the Fitness Center. The Developer and the Homes Association and the officers and directors of the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Developer or the Homes Association or any officer or director of the Homes Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the exercise equipment and such inherent risks and hazards, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

3. The Developer, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Subdivision then owned by it, including, without limitation, to make part of a Common Area tract a part of a Lot, and vice versa.

ARTICLE XV. MASTER ASSOCIATION

In addition to being a member of the Homes Association and being bound by this Declaration, each Owner will also be a member of the Master Association and will be bound by, and the Lot will be subject to, the Foxfield Village Master Homes Association Declaration (as it may be amended and supplemented from time to time), as recorded with the Recording Office. The Master Association will be responsible for certain entry areas, recreational facilities and other common areas that benefit the overall Foxfield Village area of which the Subdivision is a part. Owners will be responsible for paying dues and assessments to the Master Association, as set forth in the Foxfield Village Master Homes Association Declaration, which, at the option of the Board of the Homes Association, may be included in and payable as part of the assessments payable hereunder to the Homes Association who will then pay such amounts to the Master Association.

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

THE DEVELOPER:

FOXFIELD COURT, L.L.C.

By: *Matthew M. Adam*
Matthew M. Adam, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on June 3, 2005 by Matthew M. Adam as a Member of Foxfield Court, L.L.C., a Kansas limited liability company.

My Commission Expires:

2/11/07
[SEAL]

Mary Jane Beeman
Notary Public in and for said County and State

Print Name: *Mary Jane Beeman*

