

Wilshire Woods Homes Association Documents

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DECLARATION OF RESTRICTIONS
TO
WILSHIRE WOODS
(the "Restrictions")

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SARA F ULLMAN
REGISTER OF DEEDS

WHEREAS, WILSHIRE WOODS, L.L.C., a Kansas Limited Liability Company, (herein referred to as "Developer") is the Owner of WILSHIRE WOODS, a subdivision in the City of Overland Park, Johnson County, Kansas, the plat for which was recorded in the Office of the Register of Deeds of Johnson County, Kansas, on April 27, 1994, in Book 87 of Plats, at Page 11; and

WHEREAS, the said Developer has heretofore dedicated to the public all of the streets and roads shown on said plat for the use by the public, and

WHEREAS, said Developer now desires to place certain restrictions on the following described land, to-wit:

Lots 1 through 87, inclusive, Plat of Wilshire Woods, a subdivision of land in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS, said Developer now desires to designate the following described land as "Common Area", as such phrase is defined in that certain Homes Association Declaration to Wilshire Woods of even date herewith (the "Declaration") and herein, to-wit:

Tract "C" and Tract "D", Plat of Wilshire Woods, a subdivision of land in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, and assigns, and for its future grantees, hereby agrees that all of the Lots shown on the above described plat shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

SECTION 1. DEFINITION OF TERMS USED

For the purpose of these Restrictions, the following words and phrases shall have the following meanings:

(A) Developer. "Developer" shall mean Wilshire Woods, L.L.C., a Kansas Limited Liability Company.

(B) Street. "Street" shall mean any Street, road, drive or avenue of whatever name, as shown on said plat of Wilshire Woods.

(C) Outbuilding. "Outbuilding" shall mean an enclosed, covered structure upon a Lot, separate from and not directly attached to the residence constructed upon that same Lot.

(D) Lot. "Lot" may mean either any Lot as platted, or any parcel or parcels of land as conveyed, which may consist of one or more Lots, or part or parts of one or more Lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer, or from its successors and assigns.

(E) Corner Lot. "Corner Lot" shall be deemed to be any Lot as platted, or any parcel of land as conveyed, having more than one Street contiguous to it.

(F) Front Street. "Front Street" shall mean the Street upon which any Lot or part thereof fronts.

(G) Side Street. "Side Street" shall mean any Street other than a Front Street contiguous to any such Lot.

(H) Tract. "Tract" shall mean any parcel as platted which is designated in said plat or by separate document as such and which is, by said plat or document, further designated as "Common Area", as such phrase is defined in the Declaration.

(I) District. "District" as used herein shall mean all real estate lying within that certain plat of Wilshire Woods, recorded in the office of the Register of Deeds of Johnson County, Kansas, on April 27, 1994, in Book 87 of Plats, at Page 11, and any other plat(s) that may from time to time bear the name "Wilshire Woods". If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "District" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Declaration, including any future modifications thereof.

(J) Owner. "Owner" shall mean and refer to the fee simple Owner of any Lot.

(K) Enclosed Floor Area. "Enclosed Floor Area" shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas of the first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

(L) Restrictions. "Restrictions" shall mean and refer to the rights, reservations and limitations as to use of the Lots within the subdivision as expressed herein, or as may be modified by amendments or additions thereto.

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

(N) Amenities. "Amenities" shall mean and refer to improvements intended for the use of all or some of the Owners and which are constructed upon medians within public rights-of-way within the District.

(O) City. "City" shall mean and refer to the City of Overland Park, Kansas."

(P) Association. "Association" shall mean and refer to the Wilshire Woods Homes Association, Inc., a Kansas not-for-profit corporation.

(Q) Mobile Home. "Mobile Home" shall mean any transportable structure built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation, containing plumbing, heating, air conditioning and electrical systems and not subject to federal construction standards.

(R) Manufactured Home. "Manufactured Home" shall mean any transportable structure built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation, containing plumbing, heating, air conditioning and electrical systems, and subject to federal Manufactured Home construction and safety standards established pursuant to 42 U.S.C. § 5403.

(S) Residential Design Manufactured Home. "Residential Design Manufactured Home" shall mean any Manufactured Home on a permanent foundation, which has (a) minimum dimensions of 22 body feet in width, (B) a pitched roof, and (c) siding and roofing material customarily used on site-built homes.

(T) Modular Home. "Modular Home" shall mean any transportable, one-piece structure, not built on a permanent chassis, but designed to be placed on a permanent foundation, containing plumbing, heating, air conditioning and electrical systems and constructed in accordance with a nationally recognized building code.

SECTION 2. PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in the above described Lots hereby restricted shall be taken to hold and agree and covenant with the Owner of said Lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 1, 2018, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 3. USE OF LAND

None of the Lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the Lots hereby restricted shall be designed for occupancy by a single family. No business Outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, provided always, however, that the Developer reserves the right, for so long as the Developer owns any Lot or Tract within Wilshire Woods, to maintain a residential real estate sales office upon any of the Lots or Tracts for the purpose of promoting, advertising for sale, showing, and selling Lots, either improved or unimproved, within Wilshire Woods.

SECTION 4. REQUIRED HEIGHT OF RESIDENCES

Any residence erected on any of the Lots hereby restricted shall not be more than two and one-half (2-1/2) stories (including a walkout if applicable) in height, provided, however, that a residence more than two and one-half (2-1/2) stories in height may be erected thereon with the consent in writing of the Developer.

SECTION 5. FRONTAGE OF RESIDENCES ON STREETS

(A) Frontage. Any residence erected wholly or partially on any Corner Lot, or any part or parts thereof, shall front or present a good frontage on the Street or Streets designated by the Developer, in its deed to said Lot or part thereof.

(B) Exceptions. It is provided however, that if any part less than the whole of any Corner Lot is acquired by the Owner of an inside Lot contiguous to said Corner Lot, then, as to the part of such Corner Lot so acquired, the provisions hereof requiring a residence erected on a Corner Lot to front or present a good frontage on the Street or Streets designated by the Developer, shall not be operative, but the part of the Corner Lot so acquired

shall be deemed to be a part of the inside Lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the Street, and said part of any such Corner Lot so acquired shall be subject to the restrictions applicable to the inside Lot.

SECTION 6. SETBACK OF RESIDENCES FROM STREET

(A) Setbacks. No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the Lots hereby restricted, nearer to the Front Street or the Side Street than is the front building or the side building line shown on said plat of Wilshire Woods, on the Lot or Lots on which such residence may be erected, provided, however that the Developer shall have, and does hereby reserve, the right in the sale and conveyance of any of said Lots, to change any building line shown thereon upon compliance with the requirements of the City of Overland Park, Kansas, and may at any time with the consent in writing of the then record Owners of the fee simple title to any such Lot, change any such building line which is shown on said plat, on any such Lot or Lots, or which may in such sale and conveyance be established by it; provided, however, that no fences or walls in any event more than two (2) feet high may be erected nearer the Front Street than the front building line of the house as erected, nor nearer the Side Street than the nearest building line of the residence as erected. Reference is made herein to the building lines for the purpose of determining the location of any residence with reference to the adjoining Street, and in case of the relocation of any of said Streets, changes may be made in any of said building lines provided that such building lines shall in no way be established nearer to the new location of any of said Streets than are the building lines on said plat with reference to the present location of said Street, and provided further, that the Developer shall have the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, upon compliance with the requirements of the City of Overland Park, Kansas.

(B) Projections. Those parts of the residence which may project to the front of and be nearer to the building line than the building lines shown on said plat, and the distance which each may project are as follows:

(1) Window Projections: Bay, bow, or oriel, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet, or such lesser amount as may be specified by the Ordinances of the City of Overland Park, Kansas.

(2) Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other

similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed three (3) feet, or such lesser amount as may be specified by the Ordinances of the City of Overland Park, Kansas.

(3) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet, or such lesser amount as may be specified by the Ordinances of the City of Overland Park, Kansas.

SECTION 7. REQUIRED SIZE OF RESIDENCE

(A) Minimum Sizes. Any residence erected on any Lot in Wilshire Woods shall contain a minimum of 1,800 square feet of "Enclosed Floor Area" in respect to one-story homes and any residence one and one-half (1-1/2) stories or two (2) stories in height erected on any of said Lots, shall contain a minimum of 2,000 square feet of such "Enclosed Floor Area".

(B) Prohibited Styles. Absent special lot conditions limiting construction style, no residential building designed as a "ranch with basement garage" or a "side-by-side split level" residential building shall be constructed on any Lot. The Developer, Architectural Control Committee or the Association, whichever may be the case, shall not be liable for any discretionary approval, disapproval or failure to approve any matter submitted for their or its approval as required by the provisions of these Restrictions or the Declaration. The Developer reserves the absolute and incontestable right to determine whether special lot conditions limiting construction style exist, and whether any bi-level residence violates the meaning of this provision and further whether the Enclosed Floor Area of any bi-level residence (as distinguished from traditional one and one-half (1-1/2) or two (2) story residences) meets the minimum requirements provided for hereunder, and such determination shall be final. The Developer hereby also reserves the right to reduce any of the Enclosed Floor Area requirements set forth above.

SECTION 8. FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section 6, erected or maintained on any of the Lots hereby restricted or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than eighty percent (80%) of the width of the Lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat, and

shall meet all requirements that may exist by virtue of ordinances imposed by the City of Overland Park, Kansas, or as established by the Developer in the conveyance of any Lot, or on such front building line produced to the side lines of the Lots, whichever line is of greater length, without the approval in writing of the Developer.

SECTION 9. RIGHT TO APPROVE PLANS

(A) Architectural Control Committee. No building shall be erected, placed or altered on any Lot or Tract in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee which is initially composed of the following members:

Leo Ashner	--	P.O. Box 26605 Shawnee Mission, Kansas 66225-6605
Timothy Ashner	--	11835 Roe Avenue, Suite 131 Leawood, Kansas 66211
Jeffrey Ashner	--	8700 Monrovia, Suite 310 Lenexa, Kansas 66215
Chris Ashner	--	P.O. Box 26605 Shawnee Mission, Kansas 66225-6605

(B) Request for Approval. Upon any such request for approval, the party requesting such approval shall submit simultaneously with said request three (3) copies of each of the following documentation:

(1) Exterior elevations delineating front elevation, back elevation, and both side elevations, with adequate detail on exterior flues and decks.

(2) Site plan of the residence as it will sit on the Lot.

(3) All floor plan(s), including a foundation plan.

(4) A list of all exterior materials to be used which will include roof, masonry, siding and windows.

(5) Ten (10) days prior to commencement of exterior painting, a schedule of exterior colors to be used.

(6) Ten (10) days prior to commencement of any planting, a landscape plan showing proposed planting for the yard.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be signed by the party requesting its approval. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said residence or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

(C) Dismissal, Death or Resignation. Any member of the Committee may be dismissed from said Committee provided that a three-fourths (3/4) majority of the above-named members other than the member whose dismissal is the subject of the vote, vote for such dismissal. In the event of the death or resignation of any member of said Committee, the remaining member, or members, shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority, and to designate a successor. Neither the members of such Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record Owners of one hundred percent (100%) of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(D) Location of Improvements on Lots. Anything in these Restrictions to the contrary notwithstanding, the Developer, its successors and assigns, shall have, and do hereby reserve, the right to determine the location of all buildings upon the respective Lot or Lots, except as it may be restricted in the making of such determination by governing city ordinances, the provisions of Sections 6 and 8 herein, and the relation of the top of the foundation thereof to the Street level.

SECTION 10. MAINTAINING SIGHT DISTANCE

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the Street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the Street lines, or in the case of a rounded property corner, from the intersection of the Street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of the Street property

line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 11. MOBILE HOMES, MANUFACTURED HOMES, RESIDENTIAL DESIGN MANUFACTURED HOMES AND MODULAR HOMES PROHIBITED

No Mobile Homes, Manufactured Homes, Residential Design Manufactured Homes or Modular Homes, as herein defined, shall be allowed to be erected on any of the Lots herein restricted.

SECTION 12. REQUIRED BUILDING MATERIALS

(A) Required Materials. Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, masonite lap siding, plate glass, stucco or a combination thereof. Woodsman siding or masonite board with 1" x 4" batten strips will only be permitted upon a home within Wilshire Woods when specifically approved in advance in writing by the Architectural Control Committee. The Developer will provide drawings showing pre-approved applications of such Woodsman siding or masonite board with batten strips products. Manufactured stone and lava rock for exterior walls is prohibited. Windows, doors and louvers shall be of wood or colored metal and glass. Windows shall be either thermal pane casement, thermal pane double hung, single glaze double hung with storms, or fixed panel insulated glass. Roofs shall be covered with wood shingles, wood shakes (medium or heavier, handsplit) slate, tile or other roofing material that may be deemed from time to time acceptable for use by the Developer and consistent with the overall aesthetics of the subdivision. All exterior flues must be masonry, including stucco, brick or stone. Non-masonry flue applications may, in limited circumstances, be permitted, but only when approved in advance in writing by the Architectural Control Committee. No zero clearance fireplace flue tops not conforming to Developer's drawings showing pre-approved installations of such zero clearance fireplace flue tops are to be erected or installed upon any home located within Wilshire Woods without the written approval of the Architectural Control Committee.

Any building products or construction methods which may come into general usage for dwelling construction after the date of these Restrictions shall be acceptable if approved in writing by the Architectural Control Committee. All wood and masonite exteriors, except roofs, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Architectural Control Committee. Further, all exterior color schemes of the residence must be approved in writing by the Architectural Control Committee. Any areas of exposed foundation

in excess of twelve (12) inches shall be covered with one or more of the approved materials for exterior walls hereinbefore described or painted the same color as the exterior walls adjoining said foundation. All guttering must be painted and/or pre-finished. Exterior decks may remain in an unfinished, raw wood condition, or may be painted or stained to coordinate with the exterior of the residence. Plans for exterior decks, including colors of paint or stain must be approved in writing by the Architectural Control Committee.

SECTION 13. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

(A) Commencement of Construction. Construction of the residential building on a Lot shall be commenced within one hundred eighty (180) days following the date of delivery of a Warranty Deed from Developer to the purchaser of such Lot. In the event such construction is not commenced within such one hundred eighty (180) day period, Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by such Owner.

(B) Unfinished or Incomplete Construction or Finishing. No excavation, foundations, footings, building or any other form of improvement on any Lot shall be permitted to remain in an unfinished condition for longer than one (1) year after commencement of construction, unless, prior to expiration of same, an extension of such one (1) year period has been, at the absolute discretion of said Architectural Control Committee, approved in writing by the Architectural Control Committee upon Owner's submission to such Architectural Control Committee of a written application for such extension wherein Owner has demonstrated to the satisfaction of the Architectural Control Committee why such construction cannot be completed within such time period. In the event of fire, windstorm, or other damages, no building on any Lot shall be permitted to remain in damaged condition longer than three (3) months. Any Owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for every day the violation continues.

(C) Liens. The fine provided for herein, if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record Owner of any Lot upon which the violation occurs, and if not paid within said thirty (30) day period, shall bear interest at the rate

of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Association in any court in Johnson County, Kansas, having jurisdiction of suit for the enforcement of such liens.

SECTION 14. LANDSCAPING AND LAWNS

(A) Standards and Time for Completion. During and prior to the completion of construction of each residential building, the Owner shall landscape the Lot to the same standards as that generally prevailing throughout Wilshire Woods and similar subdivisions in the area. Prior to occupancy, all lawns, including all areas between each residential building and any adjacent Street, regardless of the existence and location of any fence, boundary wall, bern, sidewalk or right-of-way line, shall be fully sodded or shall be planted with zoysia strips no more than twelve (12) inches apart, or six (6) inches apart if zoysia plugs, except in such areas designated by Developer to be left as natural area, and each Lot shall be fully and completely landscaped pursuant to the landscape plan herein provided for in Section 9 hereof. The Owner of each Lot at all times shall keep his lawn, including areas between his residence and any adjacent Street, fully sodded, or planted with zoysia strips or plugs, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches. Further, at the time of construction of each residential building, the builder of each residence shall plant, if not already present, two (2) trees from Developer's approved list having at least a one and one-half inch (1-1/2") trunk diameter in the front yard of each residence. The Owner will maintain said trees and replace same if necessary.

(B) Lots Requiring Automatic Sprinklers. Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 28, 29 and 30, and such other Lot(s) specifically identified by the Developer, shall have installed upon them, in the portion of such Lot(s) adjoining either 127th Street, 127th Terrace, or Grant (as such portion is determined by the Developer) an underground sprinkler system adequate to insure sufficient moisture levels during warm weather months to prevent grass "burn-out" or destruction. Owners of such Lots are hereby obligated to use the sprinkler systems installed upon such Lots to assure the harmonious appearance of the Lots abutting such streets.

SECTION 15. LANDSCAPING EASEMENT(S)

Developer retains a right-of-way across those aforementioned segments of real property specifically delineated on the Plat of Wilshire Woods as "Landscape Easement" or "L/E" for the purpose of allowing Developer the right to enter, construct and maintain poles, wires, anchors, pipes, sewer drains, fencing, monuments,

conduits, surface drainage facilities, and sidewalks, and further to mow grass, trim shrubbery, install, maintain or operate sprinkler systems, and/or to undertake any and all necessary work associated with maintaining the appearance of the same. All mowing, trimming or landscaping work or maintenance of any sprinkler systems within the Landscape Easements shall be undertaken by Developer or the Association at cost to the persons and/or corporations acquiring any interest in any Lot in Wilshire Woods.

SECTION 16. OUTBUILDING(S) PROHIBITED

No Outbuilding(s) may be erected on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee.

SECTION 17. FENCES AND WALLS

Other than the existing perimeter wire fencing which, in the Developer's absolute discretion, is adequately screened by foliage and trees, no fence or wall shall be erected, constructed, planted or maintained upon any of the Lots hereby restricted unless such fence is either a Colony picture frame fence, a wrought iron fence or some combination thereof. Further, any such fence must be, when surrounding a Lot containing a swimming pool or hot tub, no more than six (6) feet high, and when no swimming pool or hot tub exists, no more than four (4) feet high. When special Lot conditions exist, the Architectural Control Committee shall have the right to determine whether any homeowner may erect a fence upon any Lot not containing a swimming pool or hot tub in excess of the 4 foot height restriction above described, but no such fence shall be violative of the Ordinances of the City of Overland Park, Kansas. Developer will provide drawings showing pre-approved fencing styles. In any event, any fences constructed upon any Lot herein restricted must be approved, in writing, by the Architectural Control Committee. Said Architectural Control Committee shall have complete discretion with regard to such approval, provided however that said Architectural Control Committee shall not approve any fence or wall that violates Section 8 hereof or any ordinance of the City of Overland Park, Kansas, which regulates the construction and maintenance of fences and walls on residential property in the City of Overland Park, Kansas. Fences constructed on sloped Lots must be "stair-stepped" to conform to the slope of the Lot. The Developer encourages the Owner to paint all posts and perimeter railing of fences to conform with the color scheme of the home, except wrought iron fences, which may be painted black. On the Street side of a Corner Lot, no fence can extend beyond the width of the residence nor may attach to anything other than the rear corner of the residence. In no event will any chain link fences or dog runs be erected, placed or maintained upon any of the Lots hereby restricted. Under no

circumstance will a fence be permitted on any Lot bordering 127th Street, unless approved in writing by the Architectural Control Committee. Fences will be permitted to be erected on Lots abutting 127th Street, but only within the area on the "inside" of those areas described on the Plat of Wilshire Woods as "Landscape Easement" or "L/E". For purposes of this paragraph, "inside" shall mean the area between the easement area and the residence.

SECTION 18. ABOVE GROUND SWIMMING POOLS PROHIBITED

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

SECTION 19. BASKETBALL GOAL RESTRICTION

No basketball goal of any kind shall be mounted or installed so as to attach to any residence constructed in the District. Free-standing basketball goals may be erected upon any Lot if the location and materials thereof have been submitted to and approved in writing by the Architectural Control Committee, if part of the original construction of the residence, or by the Association, if constructed after the residential structure is complete. Violation of this provision will result in the removal of said basketball goal at the cost of the land Owner.

SECTION 20. OIL TANKS PROHIBITED

No tank for the storage of fuel may be maintained above the surface of the ground on any of the Lots hereby restricted, without the consent in writing of the Architectural Control Committee.

SECTION 21. OUTSIDE ANTENNAS PROHIBITED

No radio or television antennas (including dishes or disks designed for satellite reception) may be kept or maintained on any of the Lots hereby restricted except within the confines of a dwelling unit erected thereon.

SECTION 22. RESTRICTIONS ON MAINTAINING PETS

No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee, except that no more than two (2) dogs, two (2) cats, two (2) rabbits, or two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the

aggregate two (2) may be kept on any such Lots without such consent.

SECTION 23. BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot or Tract as sold and conveyed, said advertising board to be provided by Developer, and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or Tract upon which they are erected; and provided further, that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of said subdivision. Developer shall have the right to erect and maintain subdivision signs in accordance with size requirements imposed by the City of Overland Park, Kansas.

SECTION 24. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.

(A) Activity Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Lots hereby restricted except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these Restrictions.

(B) Vehicle(s) Prohibited. No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the Lots hereby restricted, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the Lots hereby restricted and permitted under other provisions of these Restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles but not including a pick-up truck with camper, in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the Lots hereby restricted. No automobile may be parked or stored upon any Street adjoining any Lot within the District.

SECTION 25. MAILBOX REQUIRED

Mailboxes for each residence will be installed by the United States Postal Service in accordance with specific design and size regulations imposed by such agency at specific areas within the Wilshire Woods subdivision. No residence upon any of the Lots hereby restricted shall have a separately constructed mailbox or stand.

SECTION 26. EASEMENTS

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

SECTION 27. DURATION OF RESTRICTIONS

Each of the Restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 1, 2018, and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that the Owners of the fee simple title to more than fifty percent (50%) of the front feet of all of the Lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on November 1, 2016 or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Recorder of Deeds of Johnson County, Kansas, prior to December 1, 2018 or at least ten (10) days prior to the expiration of any successive ten (10) year period after December 1, 2018.

SECTION 28. RIGHT TO ENFORCE

The Restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Owner of the Lots hereby restricted, and with its successors and assigns, and with each of them, to conform to and observe said Restrictions as to the use of said Lots and the construction of improvements thereon, but no Restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and the Developer, its successors and assigns, and also the Owner or Owners of any of the Lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the Restrictions above set forth,

in addition to ordinary legal actions for damages, and failure of the Developer, its successors or assigns, or any Owner or Owners of any Lot or Lots hereby restricted to enforce any of the Restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter. The Developer may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect contained in a deed to any Lots restricted hereby, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said Lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

SECTION 29. DESIGNATION OF COMMON AREA

Developer hereby designates the following described real estate as "Common Area", as that phrase is herein defined:

Tract "C" and Tract "D", Plat of Wilshire Woods, a subdivision of land in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

SECTION 30. ADDITION OF OTHER LAND

The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of these Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas. When any other land is so subject to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subject to the provisions hereof.

SECTION 31. MAINTENANCE OF LOT

Each Owner agrees, by acceptance of a deed to property hereby restricted, to maintain said property and all improvements thereupon including, without limitation, the cutting, trimming of all lawn areas and necessary care and maintenance of all plantings upon said property.

SECTION 32. AMENITIES

The following provisions shall relate to the responsibility of the Association for the maintenance and/or enhancement of the Amenities:

(A) The Amenities are the sole responsibility of the Association and the Association is obligated for their maintenance and/or replacement.

(B) The Association shall assess the Lots in sufficient amount to permit it to perform the obligations described in this Section 32.

(C) The Association shall provide to each purchaser of a Lot an outline summary of the maintenance obligations described in this Section 32.

(D) The Association hereby releases the City from any and all past, present or future liability for any damage that may be caused at any time to any person or to any real or personal property resulting from or related to, directly or indirectly, the City allowing the Amenities to be located in its right-of-way, or otherwise acting or failing to act with respect to the maintenance of the Amenities. The City is further released from any and all past, present or future obligations to expend any public funds or to take any other action to maintain or improve the Amenities.

(E) The Association will indemnify and hold harmless the City, the Mayor, the members of the City Council and the employees and agents of the City from and against any and all losses, damages, costs and expenses (including reasonable attorneys fees) that may be incurred or suffered by any of them as a result of or in connection with any claims that may be asserted against any of them in connection with the Amenities and shall promptly reimburse the City for any public funds the City may expend with respect to maintenance of the Amenities in the event the Association fails to maintain the same.

(F) The Association agrees that the City has no, and hereby forever releases and discharges the City from any and all, responsibility or liability for damages to Amenities done by the City, its employees or designees, if such damage occurs in the normal course of the performance of work voluntarily undertaken by the City upon or within the public right-of-way or upon the Amenities.

(G) The Association agrees that should the City determine that the Amenities are endangering the public health, safety or welfare or have become unsightly or a

nuisance, or interfere in any way with the City's use of the right-of-way, that upon the request of the City, the Association will remove or cause to be removed any or all Amenities from the City's right-of-way. Should the Association fail to comply with the City's removal request, the City may remove the same and the Association shall be obligated to reimburse the City for such removal.

(H) The Association agrees that the Developer and the City have independent rights to enforce in their own name any and all provisions contained in this Section 32 relating to the Amenities.

(I) The Association agrees that the Declaration may not, in its entirety, be terminated, nor may this Section 32 be amended, modified or deleted without the express written consent of the City.

(J) The Association agrees to maintain liability insurance to cover all reasonably insurable risks associated with the maintenance of the Amenities and the covenants contained herein.

SECTION 33. TERMS AND PROVISIONS OF BUILDER'S REAL ESTATE CONTRACT

If any Lot hereby restricted is deeded at any time prior to issuance of the first Certificate of Occupancy for the improvements (whether not yet commenced, or commenced but only partially completed) thereupon, the person(s) to whom such property is conveyed (for purposes of this Section 33, said person hereinafter referred to as the "Buyer") shall be taken to hold and agree that such conveyance is made upon the condition that, and in consideration of, said Buyer's agreement to comply with and perform the following covenants and conditions contained in the standard "Builder's Real Estate Contract for Wilshire Woods":

(A) Insurance. Buyer agrees, on the date of closing, to provide to Developer a Certificate of Insurance evidencing workers compensation and liability insurance required to be maintained by Buyer, such liability insurance to be no less than \$300,000 single-limit and to include products and/or completed operations.

(B) Manholes. It is understood and agreed that Buyer is responsible to check all manholes on Lot or Lots purchased and notify Developer in writing at P.O. Box 26605, Shawnee Mission, Kansas 66225-6605, of any damage needing correction prior to Lot closing. Developer will not be responsible for unreported manhole damage.

(C) Developer's Option to Repurchase. For Ten Dollars (\$10.00) and other valuable consideration, to it in hand paid and receipt of which is hereby acknowledged, Buyer does hereby sell, assign, transfer and set over to the Developer herein an option to repurchase the Lot(s) at the purchase price recited in Paragraph 1 of the Builder's Real Estate Contract for Wilshire Woods between Buyer and Buyer's predecessor in title, plus any "direct costs", as herein defined (the "Purchase Price"), the exercise of which such option is conditioned upon, and only upon the Buyer's failure: (a) to have commenced construction of a single family residence upon the Lot(s) conveyed within one hundred eighty (180) days from the date of delivery of the deed; or (b) to have completed construction of a single family residence complying in all respects with the Restrictions filed against said Lot(s) and with all applicable laws and ordinances on or before one (1) year from the date of commencement of construction of such single family residence, unless, prior to expiration of same, an extension of such one (1) year period has been, at the absolute discretion of said Architectural Control Committee, approved in writing by the Architectural Control Committee upon Buyer's submission to such Architectural Control Committee of a written application for such extension wherein Buyer has demonstrated to the satisfaction of the Architectural Control Committee why such construction cannot be completed within such time period.

The option to repurchase herein conveyed may be exercised by the Developer at any time upon or after the occurrence of either condition recited herein by the Developer giving written notice of its election to exercise said option and Buyer agrees upon receipt of any such notice to, within ten (10) days from receipt of such notice, convey the Lot(s) to the Developer for a sum equal to the Purchase Price. Should there be at the time that Developer elects to exercise the option herein granted, partially completed improvements upon the property, Developer shall reimburse Buyer for Buyer's "direct costs" incurred in erecting same. The term "direct costs" shall be interpreted to include such items as direct costs for material and/or labor consumed upon the real estate and other items incurred by the Buyer directly in connection with the construction or partial construction of such improvements, but shall not be interpreted to include reimbursement for taxes or interest paid or incurred by Buyer, or indirect costs such as overhead and other costs that are attributable to but not directly expended toward the aforesaid construction.

(D) Sidewalks. Buyer agrees that in the event the City of Overland Park, Kansas or any other governmental body having jurisdiction over the real estate herein conveyed requires that sidewalks be installed upon such property, that said Buyer will install said sidewalks in accordance with the

requirements of said governmental body at Buyer's sole cost and expense.

(E) Indemnification. During the period of construction of improvements upon any Lot, Buyer herein shall indemnify and save Developer harmless from any and all claims brought by any persons or entities existing or arising out of the construction of a residence upon any Lot within Wilshire Woods, for warranty claims of a subsequent purchaser of the residence from the Buyer, and for Buyer's "callbacks" on any completed residence.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 22 day of June, 1994.

WILSHIRE WOODS, L.L.C.,
A Limited Liability Company

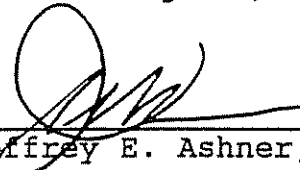
By: Bodine-Ashner Builders, Inc.,
Managing Member

By: 
Leo E. Ashner, President

By: TBA Investments, Inc., Member

By: 
Timothy B. Ashner, President

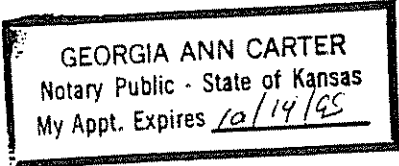
By: Ashner Holding Co., Inc., Member

By: 
Jeffrey E. Ashner, President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of June, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Managing Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



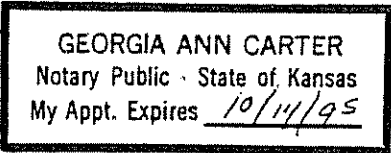
Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of June, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of TBA Investments, Inc., a Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of June, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Holding Co., Inc., a Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

2421404

AMENDMENT TO DECLARATION OF RESTRICTIONS
TO
WILSHIRE WOODS

THIS AMENDMENT is made this 10th day of August, 1994, by WILSHIRE WOODS, L.L.C., a Kansas Limited Liability Company, (hereinafter referred to as "Developer"), to that Certain Declaration of Restrictions to Wilshire Woods dated June 22, 1994, and recorded in the Office of the Register of Deeds of Johnson County, Kansas, on June 27, 1994, as Document No. 2407323, in Volume 4367, at Page 18 (the "Restrictions").

1. The Restrictions are hereby amended by deleting Subparagraph (A) of Section 7, entitled "Required Size of Residence" in its entirety and inserting the following:

"(A) Minimum Sizes. Any residence erected on any Lot in Wilshire Woods shall contain a minimum of 1,800 square feet of "Enclosed Floor Area" in respect to one-story homes and any residence one and one-half (1-1/2) stories or two (2) stories in height erected on any of said Lots, shall contain a minimum of 2,400 square feet of such "Enclosed Floor Area"."

2. All other terms and provisions of the Restrictions shall remain unaltered, unmodified and unchanged and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Amendment to Declaration of Restrictions to Wilshire Woods to be executed the day and year first above written.

WILSHIRE WOODS, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Managing Member

By: Leo E. Ashner
Leo E. Ashner, President

STATE OF KANSAS]
COUNTY OF JOHNSON] ss
FILED FOR RECORD

1994 AUG 11 P 1:38.0

1000 SARA F. ULLMANN
REGISTER OF DEEDS

By: TBA Investments, Inc., Member

[Handwritten Signature]
By: Timothy B. Ashner, President

By: Ashner Holding Co., Inc., Member

[Handwritten Signature]
By: Jeffrey E. Ashner, President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 10th day of August, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Managing Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

[Handwritten Signature]
Georgia Ann Carter
Notary Public

My Commission Expires: Oct. 14, 1995

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 10th day of August, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of TBA Investments, Inc., a Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

Georgia Ann Carter
Notary Public

My Commission Expires: Oct. 14, 1995

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 10th day of August, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Holding Co., Inc., a Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

Georgia Ann Carter
Notary Public

My Commission Expires: Oct. 14, 1995



**AMMENDMENT TO DECLARATION OF RESTRICTIONS
TO
WILSHIRE WOODS**

THIS AMMENDMENT is made this 15th day of March, ~~2009~~ 2010 *EP* by **The Wilshire Woods Homes Association** to that Certain Declaration of Restrictions to Wilshire Woods dated June 22, 1994, and recorded in the Office of the Register of Deeds of Johnson County, KS on June 27, 1994 as Document No. 2407323, in Volume 4367, at Pate 18 (the "Restrictions").

WHEREAS, THE BOARD OF DIRECTORS AND THE HOMEOWNERS have determined that the use of residences within the District is detrimental to the use and mortgage finance value of the non-rental properties within the District. Non-owner occupiers do not have the same motivation to maintain and improve the residences as owner occupied residences and some lenders may not make loans or will offer only high cost "investor financing in subdivisions with rental properties.

- 1. The Restrictions are hereby amended by including the following additional restriction:

"No lot or residence within the District shall be rented or leased, unless it is rented or leased to an immediate family member. Immediate family members are defined as parents or children of the homeowner." *lots 1-87 Tract C & D, Wilshire Woods*

Any lots or residences under a valid rent or lease agreement existing at the time the restriction is adopted may continue such agreements. Rent or lease agreements shall be provided to the Board upon request. No existing rent or lease agreement may be renewed or extended by the owner, unless the rental or lease agreement is with an immediate family member. This restriction will run with the land and bind all owners of lots within the District."

- 2. All other terms and provisions of the Restrictions shall remain unaltered, unmodified and unchanged and in full force and effect.

IN WITNESS WHEREOF, The Wilshire Woods Homes Association has caused this Amendment to the Declaration of Restrictions to Wilshire Woods to be executed the day and year first written above

State of Kansas, Johnson County

The Wilshire Woods Homes Association

Be it remembered, that on this 25th day of May, 2010

By *Tim Walker*
Tim Walker, President

Before me, the undersigned, a Notary Public in the County

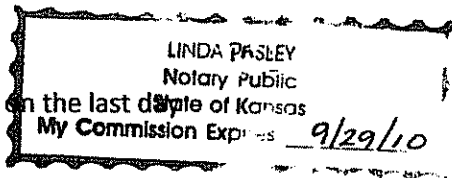
Ed Pasley
Ed Pasley, Secretary

And State aforesaid, personally appeared, Ed Pasley and Tim Walker,

To me personally known to be the same persons to execute this

Instrument of writing.

IN WITNESS WHEREOF, I have hereunto set my hand and



And year last written above.

Linda Pasley

Linda Pasley

Wilshire Woods Homes Association Documents

Homes Association Declaration to Wilshire Woods

Mid America Title
Company, Inc.
Accom.

2407324

HOMES ASSOCIATION DECLARATION
TO
WILSHIRE WOODS
(the "Declaration")

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

1994 JUN 27 A 11:25.4

3000

SARA E. ULLMANN
REGISTER OF DEEDS

THIS DECLARATION, is made this 22 day of June, 1994, by WILSHIRE WOODS, L.L.C., a Kansas Limited Liability Company (hereinafter collectively referred to as "Developer").

W I T N E S S E T H :

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

Lots 1 through 87, inclusive; Tract "C" and Tract "D", Plat of Wilshire Woods, a subdivision of land in the City of Overland Park, Johnson County, Kansas, which plat was recorded in the office of the Register of Deeds of Johnson County, Kansas on April 27, 1994, as Document No. 2386634, in Book 87 of Plats, at Page 11.

WHEREAS, the Developer is now developing the above described land and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to the said community.

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring about the development of the above described land, the Developer does now and hereby subject all of the lots located in Wilshire Woods as shown on the recorded plat thereof, to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

SECTION 1. DEFINITIONS OF TERMS USED

For the purpose of this Declaration, the following words and phrases shall have the following respective meanings:

(A) District. "District" as used herein shall mean all real estate lying within that certain plat of Wilshire Woods, recorded in the office of the Register of Deeds of Johnson County, Kansas, on April 27, 1994, in Book 87 of Plats, at Page 11, and any other plats that may from time to time bear the name "Wilshire Woods". If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "District" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Declaration, including any future modifications thereof.

(B) Improved Property. "Improved Property" as used herein, shall be deemed to mean a single tract under a single

ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

(C) Public Place. "Public Place" as used herein shall be deemed to mean all streets, all alleyways, all parks, and all similar places the use of which is dedicated to or set aside for the use of the general public or for the general use of all of the owners within the District, or which may, with appropriate consent be used by all of the owners of the District.

(D) Owner. "Owner" as used herein shall mean those persons or corporations who may from time to time own the land within the District.

(E) Developer. "Developer" shall mean and refer to Wilshire Woods, L.L.C., a Kansas Limited Liability Company.

(F) Lot. "Lot" may mean either any Lot as platted, or any parcel or parcels of land as conveyed, which may consist of one or more Lots, or part or parts of one or more Lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer, or from its successors and assigns.

(G) Corner Lot. "Corner Lot" shall be deemed to be any Lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

(H) Restrictions. "Restrictions" shall mean and refer to the rights, reservations and limitations as to use of the Lots within the subdivision as expressed herein or in that certain Declaration of Restrictions to Wilshire Woods (the "Restrictions"), or as may be modified by amendments or additions thereto.

(I) Tract. "Tract" shall mean any parcel as platted which is designated in said plat or by separate document as such and which is, by said plat or document, further designated as "Common Area", as such phrase is defined herein.

(J) Common Area. "Common Area" shall mean and refer to such land as may be designated as such on the Plat of Wilshire Woods or which may hereafter be designated as such on subsequent plats of Wilshire Woods or which may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas.

SECTION 2. MEMBERSHIP IN ASSOCIATION

The Owners of all of the land hereinabove described together with the Owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, which is hereby created and established, to be known as "THE WILSHIRE WOODS HOMES ASSOCIATION, INC." (hereinafter the "Association"). The Association shall be incorporated under the laws of the State of Kansas as a not-for-profit corporation. Membership in the Association shall be limited to the Owners of land within the boundaries of the District as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

SECTION 3. VOTING RIGHTS

The Association shall have two classes of voting membership, as follows:

(A) Class A. Each Owner, with the exception of the Developer, of a Lot in Wilshire Woods, a subdivision in the City of Overland Park, Johnson County, Kansas, shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Lot upon which he holds fee simple title. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(B) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to forty-four (44) votes for each Lot or Tract within the District to which the said Developer holds fee simple title.

SECTION 4. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the Owner or Owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

SECTION 5. USE OF COMMON AREAS

(A) Exclusive Use. The Owners of land within the District as it may exist from time to time shall have the exclusive right to the use of all undedicated Common Areas as designated on the plat of Wilshire Woods or as may be designated on subsequent plats of Wilshire Woods; or as may be designated by the Restrictions; or as

may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas by the Developer.

(B) Rules and Regulations. The Association shall have the right and power to make reasonable rules and regulations which shall govern the use of the said undedicated Common Areas.

SECTION 6. OTHER LANDS - HOW THEY MAY BE ADDED

The Developer may from time to time add to the District such land as is now or hereafter owned or approved for addition by said Developer, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and any future modifications thereof. The Association may also unite or combine with any other association similarly organized, operating on a similar basis, and having jurisdiction of land lying within Johnson County, Kansas, or any political subdivision thereof.

SECTION 7. POWER AND DUTIES OF THE ASSOCIATION

The Association shall have the following powers and duties which it may exercise and perform whenever in its discretion it may deem them necessary or desirable, to-wit:

(A) Enforcement. To enforce, either in its own name or in the name of any Owner within the District, any or all Restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such District, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of the Restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations or contracts in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do so from enforcing in his own name any such restrictions.

(B) Management and Control. To manage and control as trustee for its members all public streets, sidewalks, and other public places shown on the Plat of Wilshire Woods and any and all improvements thereon, provided that such management and control of said places and improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which said places and improvements are located.

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

(D) Maintenance of Trees, Shrubs and Plantings. To care for, spray, trim, protect and replant trees, shrubs and plantings on all streets and in other Public Places where trees, shrubs and plantings have once been planted, when such services are not available from any public source.

(E) Mowing and Maintenance of Unimproved Real Estate. To mow, care for, maintain and remove all rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the District neat in appearance and in good order.

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

(G) Lighting. To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(H) Street, Sidewalk and Storm Sewer Maintenance. To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(I) Signs. To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(J) Police Protection. To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(K) Control Over Easements. To exercise control over such easements as it may acquire from time to time.

(L) Ownership of Real Estate. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes and special assessments on such real estate as may be owned by it; and to pay such taxes and assessments as may be assessed against land in streets, Common Areas and other public or semi-public places within the District.

(M) Levy and Collect Assessments. To levy and collect the assessments which are provided for in this Declaration.

(N) Maintenance, Care and Replacement of Common Areas and Amenities. To provide for the maintenance of swimming pools, green areas, playgrounds, tennis courts, public and private streets, parking areas, walks, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in any public or private street, Common Area, parking area or other Public Place shown on the plat of Wilshire Woods, or created by separate instrument from land included as part of Wilshire Woods, or designated as Common Area on the plat of any additional land which may later be added to the District as provided in Section 6 hereof.

SECTION 8. MAINTENANCE BY DEVELOPER

Developer specifically reserves for itself the right to enter upon certain landscape easements described on the recorded Plat of Wilshire Woods as "Landscape Easement" or "L/E" for purposes of maintaining the same if the Association fails for any reason to maintain the same, provided Developer so advises the Association of its failure to adequately maintain the same and that if the deficiencies are not corrected within ten (10) days from the date written notice is mailed, then Developer will undertake the necessary maintenance and the Association will reimburse the Developer for the costs incurred by Developer.

SECTION 9. METHOD OF PROVIDING GENERAL FUNDS

(A) General Fund. For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all Lots owned by Class A members upon which a dwelling has been erected and lying within the boundaries of the District shall be subject to an annual assessment which may be levied by the Association from year to year and shall be paid to the Association annually or at such other times as the Association may determine in advance by the respective Class A member-Owners of the said assessable land subject thereto, rich said assessable land shall be deemed to be all of the above enumerated Lots in the aforesaid plat of Wilshire Woods which are then owned by Class A members and upon which dwellings have been erected together with such other Lots as may from time to time be added to the said District as herein provided and are then owned by said Class A members and upon which dwellings have been erected. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment not exceeding \$300.00 for each Lot then owned by a Class A member and upon which a dwelling has been erected and is within the District as now or hereafter established; provided, however, that in respect to the year in which a dwelling is constructed on any certain Lot covered

by this Declaration, the assessment for the said year shall be prorated on the basis of the date of occupancy of said dwelling by the said Class A member.

(B) Maximum Assessment. The maximum annual assessment upon each Lot as aforesaid may be increased by an amount not exceeding one hundred percent (100%) of the \$300.00 original maximum annual assessment which the Association may levy and collect from year to year, provided that a meeting of the members specially called for that purpose, prior to the date upon which the assessment is levied for the first year for which such increase is proposed, a majority of the members present at such meeting authorize such an increase by an affirmative vote therefor; and provided further, that the maximum annual assessment upon each Lot as aforesaid may be increased by an amount not exceeding two hundred percent (200%) of the said \$300.00 original maximum annual assessment, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, sixty percent (60%) of the members present at such meeting authorize such an increase by an affirmative vote therefor.

(C) Period that Increases are Effective. Unless the increases provided for in Paragraph (B) of this Section 9 are specifically limited by the resolutions in which they are contained, to be for a specified period, they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of Paragraph (D) of this Section 9 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(D) Increases Beyond Limitations. It is recognized that during the period of the time this agreement may be in effect, that substantial changes may occur in the economic status of the United States as a whole and of the Johnson County, Kansas area in particular, and that in the event of such economic change, either by inflation or deflation, that there should be a provision by which the maximum annual assessment provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof. It is therefore provided that a resolution to such effect, adopted at a meeting of the Association specially called for that purpose, three-fourths (3/4) of the members present at such meeting voting in the affirmative therefor, shall be sufficient to require the Association to request the Board of County Commissioners (hereinafter referred to as the Board) of Johnson County, Kansas to set a new and reasonable maximum annual assessment for the purposes provided for herein, based on the then current economic conditions, the change to be effective commencing on the first day of the next succeeding year. In the event, however, that the said Board should refuse to act, the Association shall petition the District Court of Johnson County, Kansas to name

a board of three (3) disinterested parties to act in the stead of said Board. The decision of a majority of either of such boards shall be final and conclusive and shall be effective until amended by further action of the said Board or a board selected by the said District Court, both under the provisions of this paragraph.

(E) Notice of Proposed Changes. Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (B) or Paragraph (D) of this Section 9 for increasing or decreasing the permissible maximum amount of the annual assessment it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid, thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

(F) When Assessments Are Effective. The first assessment shall be for the calendar year beginning January, 1994, and it shall be payable on January 1, 1994. Thereafter, assessments for the ensuing calendar year shall be fixed and levied on or before December 1 of the preceding calendar year and shall be payable on January 1 of the calendar year for which the assessment pertains. It will be the duty of the Association to notify all Owners of assessable Lots whose address is listed with the Association, on or before that date, giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(G) Notice. A written or printed notice, deposited in the United States Post Office, with postage thereon prepaid, and addressed to the respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required.

(H) Contract with Owner. The Owner of each Lot subject to the assessment as herein provided in subparagraph (A) of this Section 9 shall by acceptance of a Deed to such Lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lots in accordance herewith, and said Association is hereby granted the power to proceed against such Owner personally for the collection of said

assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

SECTION 10. LIEN ON REAL ESTATE

(A) Lien. The assessment provided for herein, together with interest, costs and attorney's fees, shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of ten percent (10%) per annum from the first day of January, but if the assessment is paid before February 1st, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to December 1st for the calendar year beginning January 1st, then no interest shall be charged. The Owner of any Lot, by acceptance of a deed, agrees to interest charged to the assessment, costs and attorney's fees to be a charge against the real estate.

(B) Enforcement of Lien. On or after February 1st of each year, beginning February 1, 1994, or within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens together with interest, costs and attorney's fees before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the property described therein a fee of \$2.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(C) Period of Effectiveness and Continuation. Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until

the sale of the property under execution of the judgment establishing same.

SECTION 11. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

The Association shall at no time expend more money within any one (1) year than the total amount of the assessment for that particular year plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

SECTION 12. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the Owners of the land in the District, insofar as their addresses are listed with the Association, of the new address.

SECTION 13. PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the

Developer and its relinquishment of its rights as temporary Trustee. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation any or all of the rights, reservations, and privileges reserved by it in this Section 14, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such rights at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

SECTION 15. TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

SECTION 16. AMENDMENT

By written consent of the Owners of two-thirds (2/3) of the Lots within the District as then constituted, evidenced by a Declaration duly executed and acknowledged by such Owners and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended, provided, however, that no right to exceed the maximum annual assessment herein provided for may be given.

SECTION 17. HOW TERMINATED

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the Owners of all the Lots then subject thereto, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

SECTION 18. COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon its successors and assigns.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 22 day of June, 1994.

WILSHIRE WOODS, L.L.C.,
A Limited Liability Company

By: Bodine-Ashner Builders, Inc.,
Managing Member

By: [Signature]
Leo E. Ashner, President

By: TBA Investments, Inc., Member

By: [Signature]
Timothy B. Ashner, President

By: Ashner Holding Co., Inc., Member

By: [Signature]
Jeffrey E. Ashner, President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of June, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Leo E. Ashner, President of Bodine-Ashner Builders, Inc., Managing Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of June, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy B. Ashner, President of TBA Investments, Inc., a Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of June, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey E. Ashner, President of Ashner Holding Co., Inc., a Member of Wilshire Woods, L.L.C., a Kansas Limited Liability Company, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, as a Member of Wilshire Woods, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

GEORGIA ANN CARTER
Notary Public - State of Kansas
My Appt. Expires 10/14/95

Georgia Ann Carter
Notary Public

My Commission Expires: 10/14/95

Wilshire Woods Homes Association Documents

**Bylaws of the Wilshire Woods Homes
Association, Inc**

BYLAWS
OF
THE WILSHIRE WOODS HOMES ASSOCIATION, INC.

ARTICLE I
OFFICES

Section 1. Principal Office. The principal office for the transaction of the business of the corporation is hereby located at 9601 W. 127th Terrace, Overland Park, Johnson County, Kansas 66213. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in said county.

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

ARTICLE II
MEMBERSHIP

Section 1. Membership. Membership in the corporation shall be composed of all the owners of land which is subject to the Homes Association Declaration to Wilshire Woods (the "Declaration") dated June 22, 1994, and recorded on June 27, 1994, in Volume 4367, at Page 40, as Document No. 2407324, in the office of the Register of Deeds of Johnson County, Kansas, together with the owners of any other land which may from time to time be made subject to the terms and provisions of said Declaration; except that if the Association combines or unites with another or other associations similarly organized, operating on a similar basis and having jurisdiction of land in Johnson County, Kansas, members of such other associations may become members of this corporation.

Section 2. Application for Membership. The members of the corporation shall be the sole judge of the qualifications of its members and of their rights to participate in the corporation's meetings and proceedings.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Place of Meetings. All annual meetings of the corporation shall be held at a location in or near the subdivision of land in the City of Overland Park, Johnson County, Kansas, known as Wilshire Woods or at such other location as may be determined by the Board of Directors. Such location shall be determined by the Board of Directors of the corporation pursuant to authority hereinafter granted to said board. All other meetings of members

shall be held either at the principal office or at any other place within or without the State of Kansas which may be designated either by the Board of Directors pursuant to authority hereinafter granted to said board, or by the written consent of all members entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the corporation; provided, however, that no change in the time or place of the meeting shall be made within twenty (20) days next before the day on which an election of directors is to be held.

* Section 2. Annual Meeting. The annual meeting of members shall be held on the third Thursday of October each year at 7:00 o'clock p.m. of said day beginning October 18, 1995; provided, however, that should said day fall upon a legal holiday, then any such annual meeting of members shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday. At such meetings, directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the power of the members.

Written notice of each annual meeting shall be given to each member entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If a member gives no address, notice shall be deemed to have been given if sent by mail or other means of written communication addressed to the place within the Wilshire Woods subdivision where the member's land is situated, or if published at least once in some newspaper of general circulation in the county in which said land is located. All such notices shall be sent to each member entitled thereto not less than ten (10) days nor more than sixty (60) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by statute. If this section regarding the time and place of election of directors is changed, such notice shall be given to members at least twenty (20) days prior to such meeting.

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

Section 4. Special Meetings. Special meetings of the members, for any purpose or purposes whatsoever, may be called at

any time by the President or by the Board of Directors, or by a group of members comprising not less than one-fifth of the membership of the corporation. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notices of any special meeting shall specify the place, day and hour of such meeting, and the general nature of the business to be transacted.

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

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

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

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

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

Each Owner, with the exception of the Wilshire Woods, L.L.C. (the "Developer"), of a "Lot" (as that term is defined in the Declaration) in Wilshire Woods shall be a Class A member. Each Class A member of a Lot which has had all assessments paid, regardless of the ownership of a Lot and whether it is owned by a corporation or by individuals, whether it is owned in joint tenancy, tenancy in common or singularly, shall be entitled to one (1) and only one vote. In the event a member owns and has paid all

assessments on more than one Lot, he shall be entitled to a number of votes equal to the number of Lots on which he has paid all assessments. The Developer shall be a Class B member. The Class B member shall be entitled to forty-four (44) votes for each Lot or Tract (as those terms are defined in the Declaration) within the Wilshire Woods subdivision to which the said Developer holds fee simple title.

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

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

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

ARTICLE IV DIRECTORS

Section 1. Powers. Subject to limitations of the Articles of Incorporation, the Bylaws and The Kansas General Corporation Code as to action which shall be authorized or approved by the members, subject to the duties of directors as prescribed by the Bylaws; all corporate powers shall be exercised by or under the authority of, and the conduct and affairs of the corporation shall be controlled by the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to-wit:

First: To select and remove all the other officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of

Incorporation or the Bylaws, fix their compensation, and require from them security for faithful service.

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

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

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

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

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

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

Section 2. Number and Qualification of Directors. The authorized number of directors of the corporation shall be not less than two nor more than six until changed by amendment to this Bylaw. A director shall be deemed qualified as such when he shall have been elected as hereafter provided and when he shall have filed with the Secretary written acceptance of his election and not before.

Section 3. Election and Term of Office. The directors shall be elected at each annual meeting of voting members, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of voting members held for that purpose as soon thereafter as convenient. All directors shall hold office until their respective successors are elected. However, a director can be removed from office at any time for good cause by a majority vote of the members.

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

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

The members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the members will have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

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

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

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

Section 8. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President or, if he is absent or unable or refuses to act, by the Secretary or by any two directors.

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the principal office of the corporation is located at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

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

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

Section 11. Quorum. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation. The

directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

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

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

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

Section 15. Indemnification of Directors and Officers.

(a) Limitation of Liability. A member of the Board of Directors shall not be liable to the corporation in the performance of such member's duties in relying in good faith upon the records of the corporation and upon such information, opinions, reports or statements presented to the corporation by any of the corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other persons's professional or expert competence and who has been selected with reasonable care by or on behalf of the corporation.

(b) Indemnification. Directors and officers shall be indemnified to the extent specifically provided in Kansas Statutes Annotated 17-6305, 1987 Supp., and as generally permitted in the Kansas General Corporation Code as the same exists now or as hereafter amended.

ARTICLE V OFFICERS

Section 1. Officers. The officers of the corporation shall be a President (who must also be a director), a Secretary and a

Treasurer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Assistant Secretaries and one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. The President, Secretary and Treasurer may be the same person, but if there is appointed a Vice President, such person may hold two offices, but may not hold the three offices of Vice President, Secretary and Treasurer. No one shall be eligible for the office of President who is not a director, and any such officer who ceases to be a director shall cease to hold office as President as soon as his successor is elected and qualified.

Section 2. Election. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

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

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

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

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

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

in the absence of the Chairman of the Board, at all meetings of the Board of Directors. He shall be an ex officio member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

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

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

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

The Secretary shall give, or cause to be given, notice of all the meetings of the members and of the Board of Directors required by these Bylaws or by law to be given, and shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 10. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. The books of account shall at all reasonable times be open to inspection by any director.

The Treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and

directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE VI MISCELLANEOUS

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

Section 2. Inspection of Corporate Records. The books of account, minutes of proceedings of the members and the Board of Directors and of executive committees of directors, corporation's Bylaws, list of members, and the corporation's other books and records shall be open to inspection upon the written demand under oath of any member, in person or by attorney or other agent during the usual hours for business, and for a purpose reasonably related to such person's interests as a member and shall be exhibited at any time when required by the demand at any members' meeting of ten percent (10%) of the members represented at the meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make abstracts. Demand of inspection other than at a members' meeting shall be made under oath and in writing directed to the corporation at its registered office in this state or at its principal place of business. In every instance where an attorney or other agent shall be the person who seeks the right of inspection, the demand under oath shall be accompanied by a Power of Attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the member.

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

Section 4. Annual Report. No annual report to members shall be required, but the Board of Directors may cause to be sent to the

members reports in such form and at such times as may be deemed appropriate by the Board of Directors.

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

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

Section 7. Temporary Trustee. At the inception of the corporation and until such time as the Developer, in its sole discretion, shall elect to turn over operational control of the corporation or until such time as the votes of the membership in the corporation exceed the votes of the Developer, as specified in Section 14 of the Declaration, the business of the corporation shall be conducted by said Developer as the Trustee.

ARTICLE VII AMENDMENTS

Section 1. Power of Members. New Bylaws may be adopted or these Bylaws may be amended or repealed by a vote of members entitled to exercise a majority of the voting power of the corporation or by the written assent of such members, except as otherwise provided by law or by the Articles of Incorporation.

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

Directors shall be given to each member having voting rights within ten (10) days after the date of such amendments by the Board.

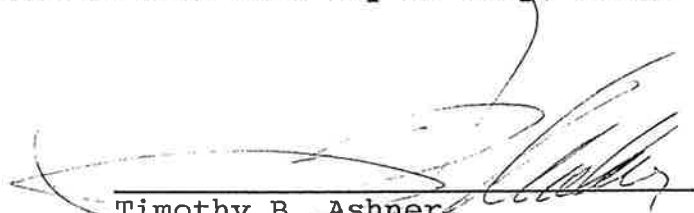
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of The Wilshire Woods Homes Association, Inc., a Kansas corporation.

2. That the foregoing Bylaws, comprising thirteen pages, constitute the original Bylaws of said corporation as duly adopted at the First Meeting of Incorporators thereof duly held on July 18, 1995.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 18th day of July, 1995.



Timothy B. Ashner,
Secretary of the Meeting

Wilshire Woods Homes Association Documents

**Articles of Incorporation of the Wilshire
Woods Homes Association, Inc**

STATE OF KANSAS

2508196

OFFICE OF
SECRETARY OF STATE
RON THORNBURGH



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To all to whom these presents shall come, Greetings:

I, Ron Thornburgh, Secretary of State of the State of Kansas, do hereby certify that the attached is a true and correct copy of an original on file and of record in this office.

4 pages are attached to this certification.

14⁰⁰

STATE OF KANSAS
COUNTY OF JOHNSON
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SARA F. ULLMANN
REGISTER OF DEEDS

In testimony whereof:

I hereto set my hand and cause to be affixed my official seal. Done at the City of Topeka on the date below: July 17, 1995



RON THORNBURGH
SECRETARY OF STATE

14⁰⁰
CK

ARTICLES OF INCORPORATION
OF
THE WILSHIRE WOODS HOMES ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a natural person of the age of eighteen (18) years or more, for the purpose of forming a not for profit corporation under the General Corporation Code of Kansas, does hereby adopt the following Articles of Incorporation.

FIRST: The name of the corporation is The Wilshire Woods Homes Association, Inc. (hereafter called the "Association").

SECOND: The address, including street and number, of the initial registered office of the corporation in the State of Kansas is 4650 College Boulevard, Suite 300, Overland Park, Johnson County, Kansas 66211, and the name of its initial resident agent at such address is PHF Service Co.

THIRD: The name and address of the incorporator is: Kent T. Perry, 4650 College Boulevard, Suite 300, Overland Park, Johnson County, Kansas 66211.

FOURTH: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the District within that certain tract of property described as "Wilshire Woods", a subdivision of land in the City of Overland Park, Johnson County, Kansas, and to promote the general health, safety and welfare of the residents within the Wilshire Woods subdivision and any additions thereto and subsequent phases as may be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Restrictions to Wilshire Woods (the "Restrictions") dated June 22, 1994, and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 27, 1994, in Volume 4367, at Page 18, as Document No. 2407323, as the same may be amended from time to time as therein provided, and the Homes Association Declaration to Wilshire Woods (the "Declaration") dated June 22, 1994, and recorded in the office of the Register of Deeds of Johnson County, Kansas on June 27, 1994, in Volume 4367, at Page 40, as Document No. 2407324, as the same may be amended from time to time as therein provided, said Restrictions and Declaration and amendments thereto being incorporated herein as if set forth in their entirety;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the

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Restrictions and the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money and, with the proper assent as provided in the Restrictions or the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of any Tract or Common Area (as those terms are defined in the Restrictions and the Declaration) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or annex additional residential property, Tracts or Common Areas (as those terms are defined in the Restrictions and the Declaration), provided that any such merger, consolidation or annexation shall be approved as provided in the Declaration; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Kansas General Corporation Code by law may now or hereafter have or exercise.

FIFTH: The Association shall not have authority to issue capital stock.

SIXTH: Membership shall consist of every person or entity who is a record owner of a fee or undivided fee interest in any "Lot", as that term is defined in the Restrictions and the Declaration or any amendments thereof. Voting rights of the members shall be established in accordance with the Declaration.

SEVENTH: The authorized number of directors of the Association shall be provided for in the Bylaws of the Association. The number of directors may be varied from time to time by the Board of Directors who shall be vested with the power to make, alter or repeal said Bylaws. The names and addresses of those individuals who shall serve as directors until the first annual

meeting of the members or until their successors are elected and qualify are:

<u>Name</u>	<u>Address</u>
Leo E. Ashner	4500 W. 87th Place Prairie Village, Kansas 66207
Jeffrey E. Ashner	8324 Mullen Lenexa, Kansas 66215
Timothy B. Ashner	4117 W. 123rd Street Leawood, Kansas 66209

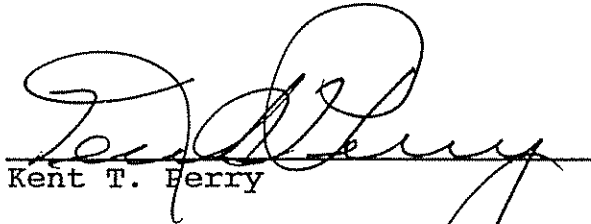
EIGHTH: The term for which this Association is to exist is perpetual.

NINTH: The Association shall indemnify each and all of its directors and officers against all liabilities, costs, damages or expenses, including attorney fees, which may be imposed upon or actually and necessarily incurred by them, or any of them, or the estate of any of them, in connection with, arising out of or resulting from any claim, action, suit or proceeding in which they, or any of them, in the estate or legal representative of any of them, may be made parties, or a party, by reason of being or having been directors or officers, or by reason of any action alleged to have been taken or omitted by them or any of them, in either such capacity, except in relation to matters as to which any such director or officer or former director or officer or person shall be finally adjudged in such claim, action, suit or proceeding to be liable for conduct amounting to bad faith; and except that in the event of a settlement or compromise, as to which a majority of the disinterested directors of the Association, having first approved of such settlement or compromise, shall have determined that the director or officer or person involved was not guilty of conduct amounting to bad faith, and in making such determination the directors may rely conclusively upon the opinion of independent counsel selected by them for such purpose. If a quorum of the Board of Directors cannot be obtained by reason of the exclusion of all interested directors, or otherwise, the approval of said settlement or compromise and determination that the director, officer or person involved was not guilty of conduct amounting to bad faith, shall be made by a committee of three persons selected for that purpose by the directors of the Association at a duly called special meeting. The right to indemnification herein provided shall not be exclusive of any other rights to which such directors, officers or persons may be lawfully entitled.

TENTH: Directors of the Association shall not be personally liable to the Association for breach of fiduciary duty as a

director, except as otherwise required by the Kansas General Corporation Code then in effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 13th day of July, 1995.

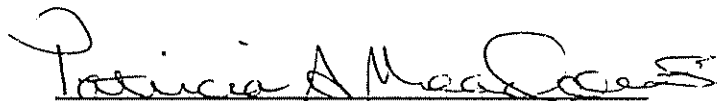

Kent T. Perry

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

THE UNDERSIGNED, a Notary Public in and for the county and state aforesaid, does hereby certify that on the 13th day of July, 1995, Kent T. Perry personally appeared before me and, being by me first duly sworn, acknowledged that he is the person who signed the foregoing document as incorporator.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 13th day of July, 1995.

PATRICIA A. MEADOWS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires 7-18-97


Patricia A. Meadows,
Notary Public