

This instrument is being refiled to show correction of date of original. Declarataion and identification of subdivision behind lot descriptions.

AMENDMENT TO HUNTER'S RIDGE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS

This Amendment is made this (1st) day of (October), 1982 pursuant to Article XIII, Paragraph 2, of the Declaration of Covenants, Conditions, Restrictions and Dedication of Easements of Hunter's Ridge dated September 5, 1978, and recorded in Volumne 1379, Page 575, Register of Deeds, Johnson County, Kansas. The amendment adds Article XVI to the Restrictions and Covenants as follows:

ARTICLE XVI

HOMES ASSOCIATION DECLARATION

1. HOMES ASSOCIATION. Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall or entity who holds such interest merely as a security for performance shall not be a member.
2. VOTING RIGHTS. Each member shall be entitled to one vote for each lot in which they hold the interest required for membership by paragraph one above. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote of any such lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to each such lot.
3. ASSESSMENTS. Assessments for maintenance and other charges as needed for purposes of the Homes Association may be set from time to time by members of the Association either at an annual or at a special meeting as provided by the By-laws of the Association. Each member shall pay to the Association such annual assessment or charge or such special assessment for capital improvements as may be fixed and established from time to time by members of the Association. The assessments and charges levied shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Homes Association Corporation's boundaries and for the improvement and maintenance of properties, services, facilities and common areas within such boundaries.
4. ENFORCEMENT OF ASSESSMENTS. The annual and special assessments, together with such interest thereon and cost of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection shall also be the personal obligation of the person who is the owner of such property at the time the assessment became due. If the assessments are not paid on the date when due as set by the Board of Directors then such assessments shall become delinquent and shall together with such interest and costs of collection if allowed by law, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the State of Kansas and the Association may bring action at law against the owner personally obligated to pay the same or foreclose a lien against the property for the amount of the assessment, interest and costs of collection, if allowed. The lien of the assessments provided herein shall be

subordinate to the lien of any mortgage now or hereafter placed upon the property subject to assessment.

5. ASSESSMENT AGAINST VACANT LOTS. A vacant lot shall be subject to assessments; provided, however, the assessment for a vacant lot shall be appropriately reduced in the event said lot does not receive a service needed and rendered for improved lots.

IN WITNESS WHEREOF the undersigned owners who, represent the consent of at least sixty percent (60%) of the owners within Hunter's Ridge as described in the Declaration above referred to and hereby subscribe their names and identify their properties as of the date first above written.

(Signatures of Property Owners and Lots)

(Notary Signatures for various Signees)

HUNTER'S RIDGE
DEED RESTRICTIONS
and
BYLAWS / AMENDMENTS

HUNTER'S RIDGE
DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND DEDICATION
OF EASEMENTS

THIS DECLARATION is made and entered into this (5th) day of September, 1978, by and between CAPITOL FUNDS, INC., a Kansas corporation authorized to do business in the State of Kansas, the OWNER, and HUNTER'S RIDGE, INC., a Kansas corporation authorized to do business in the State of Kansas with its principal place of business at 4121 West 83rd Street, Suite 145, Prairie Village, Kansas, the DEVELOPER, said parties being hereinafter sometimes referred to jointly or severally as the DECLARANT, and in additions to plats of lots hereafter to be filed of record, relates to each and all of the lots which have heretofore been platted and record in HUNTER'S RIDGE, as reflected on a certificate of survey dated April 13, 1978, which is a subdivision of a part of the S 1/2 of Frac. Section 23 and part of the N 1/2 of the SE 1/4 of Section 22, all in Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of the SE 1/4 of said Section 22; thence S 89° 57' 52" W, along the North line of the SE 1/4 of said Section 22, a distance of 1090 feet; thence S 0° 02' 08" E a distance of 40 feet; thence S 5° 55' 30" E, a distance of 150.27 feet; thence S 3° 49' 28" E, a distance of 50 feet; thence Easterly, along a curve to the right, having a radius of 2000 feet, a central angle of 0° 24' 04" and whose initial tangent bearing is N 86° 10' 32" E, a distance of 14 feet; thence N 83° 25' 24" E, a distance of 151.62 feet; thence N 83° E, a distance of 62.55 feet; thence S 10° 37' E a distance of 195.22 feet; thence S 13° 07' 54" E, a distance of 146.32 feet; thence S 26° 30' 52" E, a distance of 128.96 feet; thence S 31° 35' 29" E, a distance of 150.43 feet; thence S 82° 25' 14" E, a distance of 231.71 feet; thence S 51° 34' 38" E, a distance of 306.18; thence N 29° 30' E, a distance of 120 feet; thence N 33° 41' E, a distance of 174.84 feet; thence Northwesterly, along a curve to the left, having a radius of 475 feet, a central angle of 6° 15' 16" and whose initial tangent bearing is N 56° 18' 59" W, a distance of 51.85 feet; thence N 27° 25' 45" E, a distance of 135 feet; thence N 53° 54' 30" W, a distance of 40 feet; thence N 89° 32' 20" W, a distance of 100.01 feet; thence N 30° 04' 35" W, a distance of 109.17 feet; thence Northeasterly, along a curve to the right, having a radius of 400 feet, a central angle of 8° 45' 35" and whose initial tangent bearing is N 59° 55' 25" E, a distance of 61.15 feet; thence N 21° 19' W, a distance of 193.34 feet; thence N 55° 57' 15" E, a distance of 64.02 feet; thence N 89° 26' 14" E, a distance of 166.28 feet; thence N 77° E, a distance of 94.25 feet; thence N 0° 45' 34" E, a distance of 310.96 feet, to a point on the North line of the S 1/2 of said Frac. Section 23; thence N 49° 14' 26" W, along the North line of S 1/2 of said Frac. Section 23, a distance of 50.26 feet, to the point of beginning, containing 19.806 Acres, more or less, of unplatted land.

said plat being filed for record on the 18th day of May 1978, in Book 44 at Page 33 as Document 1167094 in the Office of the Registrar of Deeds of Johnson County, Kansas, at Olathe.

The number or designations of said lots and the Declaration encompassing each and all of them are set forth hereinafter.

PURPOSE

The purpose of this Declaration is to establish a beneficial and highly desirous mechanism whereby HUNTER'S RIDGE may become an outstanding and prestigious residential area. This Declaration is in the nature of a constitution setting forth the framework within which such desired result may be obtained.

Easements, if any, for vehicular access, utilities and beautification are among the benefits which must be established by this Declaration. For beauty, utility and continuing high values over the years, provisions must be made for the maintenance of all buildings and improvements in HUNTER'S RIDGE, and such provisions must include enforceable means for the carrying out of these advantageous programs.

THE COMPOSITION OF HUNTER'S RIDGE

The aforesaid plat of Hunter's Ridge filed for record reflects a total of 37 lots described as follows:

- Block 1, Lots 1 through 15, inclusive;
- Block 2, Lots 1 and 2, inclusive;
- Block 3, Lots 1 and 2, inclusive;
- Block 4, Lots 1 through 6, inclusive;
- Block 5, Lots 1 through 6, inclusive; and
- Block 6, Lots 1 through 6, inclusive,

which are part and parcel of the subdivision known as HUNTER'S RIDGE.

The Declaration also allows Declarant to add additional land to HUNTER'S RIDGE, but does not require it.

THE DECLARATION

Declarant hereby declares that all of the land described above and filed for record of HUNTER'S RIDGE, presently consisting of, or providing for some thirty-seven (37) single-family residences is, and shall be held, used, occupied, sold, conveyed, hypothecated or encumbered, and improved subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the above-described property or any part thereof, and shall inure to the benefit of each and every such party, but nothing contained herein shall be deemed to constitute a dedication of any of said land or any part or parts thereof to public use.

ARTICLE I

DEFINITIONS

"LOT" may mean either any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots as platted and upon which a residence may be erected in accordance with the restrictions herein contained.

"UNIT" shall mean that which is designed to be and used exclusively for a single-family residential purposes, and shall include both the lot and the residence.

"STREET" shall mean any street, road, drive or terrace of whatever name which is shown on said plat of HUNTER'S RIDGE.

"COMMON AREA AND FACILITIES" shall mean all that part of the real estate and all improvements located thereon owned by the homes association, if any, for the common use and enjoyment of the residents of HUNTER'S RIDGE. Common Areas and facilities shall include, if appropriate and in existence, any or all of the following:

- a. All real estate owned in fee simple title by the homes association evidenced by warranty deed or deeds from the Declarant to that association, recorded in the Office of the Register of Deeds for Johnson County, Kansas;
- b. All community building(s), structure(s), trees, landscaping, lighting equipment or other improvements located upon real estate owned by the association;
- c. All paved private drives, streets and open parking areas located upon real estate owned by the association;
- d. All installations of central services for the benefit of more than one owner such as television antennae, incinerators, trash receptacles, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities situated thereon;
- e. All easements, rights and appurtenances belonging thereto necessary to the existence, maintenance and safety of the project.
- f. All personal property owned by the association intended for use in connection with the operation of building(s), structure(s) or other facilities of the association.

“PROJECT” shall mean HUNTER’S RIDGE as it may ultimately be fully developed, if and as enlarged from time to time.

“OUTBUILDING” shall mean enclosed, covered structure not directly attached to the residence to which it is appurtenant, but which has a permanent location on the soil or is attached to something having a permanent location on the soil.

“DECLARANT” shall mean and refer to CAPITOL FUNDS, INC. and/or HUNTER’S RIDGE, INC., each authorized to do business in the State of Kansas.

“HUNTER’S RIDGE” shall mean and refer to the subdivision in Leawood, Kansas, approved for development without, however, any commitment, undertaking or promise whatsoever to do so by Declarant within the approximately 70 acre tract lying just South of 123rd Street, in the City of Leawood, Johnson County, Kansas, and legally described as:

The North Half of the Southeast Quarter of Section 22, Township 13, Range 25 East, Leawood, Johnson County, Kansas, EXCEPT all of the North 600 feet of the West 887.36 feet of said Southeast Quarter;

AND

The North Half of the Southwest Fractional Quarter of Section 23, Township 13, Range 25 East, EXCEPT: commencing at the Southeast corner of the North Half 465 feet; thence westerly 148 feet; thence southerly 541 feet; thence East 258 feet to the place of beginning, except that part taken for road purposes; AND EXCEPT; all that part of said Fractional Quarter Section beginning at a point on the North line of said Fractional Quarter Section and 1049.87 feet West of the Northeast corner thereof, as measured along said North line; thence South 89° 14’ 26” East, along the North line of said Fractional Quarter Section, a distance of 520 feet; thence South 0° 45’ 34” West, along a line perpendicular to the North line of said Fractional Quarter Section, a distance of 100.82 feet, to a point of curvature; thence southerly and southwesterly, along a curve to the right, having a radius of 375 feet and a central angle of 47° 02’ 37”, a distance of 307.90 feet, to a point of compound curvature; thence southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 31° 51’ 49” and whose initial tangent bearing is South 47° 48’ 11” West, a distance of 347.58 feet; thence North 10° 20’ West, a distance of 25 feet; thence North 23° 57’ 31” West, a distance of 215.42 feet; thence North 0° 45’ 34” East, a distance of 310.96 feet, to the point of beginning; AND EXCEPT: all that part of said Fractional Quarter Section beginning at the Northeast corner of said Fractional Quarter Section, a distance of 529.87 feet; thence South 0° 45’ 34” West, along a line perpendicular to the North line of said Fractional Quarter Section, a distance of 100.82 feet, to a point of

curvature; thence southerly and southwesterly, along a curve to the right, having a radius of 375 feet and a central angle of 47° 02' 37", a distance of 307.90 feet, to a point of compound curvature; thence southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 30° 25' 48" and whose initial tangent bearing is South 47° 48' 11" West, a distance of 331.94 feet; thence South 11° 46' 01" East, a distance of 195 feet; thence South 43° 41' 30" West, a distance of 249.02 feet; thence South 43° 01' 32" East, a distance of 73.52 feet; thence South 28° 48' 04" East, a distance of 135.21 feet; thence South 18° 14' 33" East, a distance of 134.57 feet; thence South 3° 35' 57" East, a distance of 129.37 feet, to a point on the South line of the North Half of said Fractional Quarter Section; thence South 89° 31' 58" East, along the South line of the North Half of said Fractional Quarter Section, a distance of 650.83 feet, to a point 258 feet West of the Southeast corner thereof, as measured along said South line; thence North 13° 26' 40" East, a distance of 541 feet; thence South 64° 41' 09" East, a distance of 148 feet, to a point on the East line of the North Half of said Fractional Quarter Section and 465 feet North of the Southeast corner thereof, as measured along the East line; thence North 0° 11' 40" East, along the East line of said Fractional Quarter Section, a distance of 858.01 feet, to the point of beginning.

ARTICLE II ENLARGEMENT

Declarant may from time to time, by filing for record in the office of the Registrar of Deeds, Johnson County, Kansas, plats of lots which shall subject such additional land owned now as a part of said "HUNTER'S RIDGE" aforesaid approximate seventy (70) acres, or hereafter acquired by it, to the covenants, conditions and restrictions set forth herein, and create additional easements and Common Areas, provided, however, that any such land so added must be devoted to residential purposes only (except as herein provided) and necessary accessory uses such as Common Areas and the development thereof must be reasonably compatible, but without restrictions as to size or cost of buildings, to prior developments in Hunter's Ridge. The addition(s) of land, as above provided, shall be accomplished by Declarant executing and recording at said times and from time to time an amendment to this Declaration in the Office of the Register of Deeds of Johnson County, Kansas, describing the added land; provided, however, that such amendment or supplementary Declaration may contain such additions and modification of the covenants, conditions and restrictions set forth in this Declaration applicable solely to said additional properties as may be necessary or desirable as solely determined by Declarant. In no event, however, shall such supplementary Declaration modify or add to the covenants established by this Declaration for the existing property set forth and legally described on page two (2) hereof without the written consent of sixty percent (60%) or more of the owners then subject to the Declaration.

Such additional land now owned or hereafter acquired as aforesaid may be added or annexed without taking a vote of the members at the time of such annexation. Each owner by the acceptance of a deed for an interest in a unit, whether or not it shall be so expressed in such deed, is deemed to covenant that such owner irrevocably consents to and approves any amendments to this Declaration necessary or appropriate to annex any part or all of said additional land, which amendments may provide for additional units on such annexed land so as to increase the total number of units, and will, therefore, increase the number of units sharing the Common Areas and facilities, if any. In the event that amendment of the homes association's Articles of Incorporation and/or By-Laws will be necessary or appropriate in connection with any such annexation amendment, the aforesaid consent and approval of each owner shall be deemed to cover and apply to any such amendments of those other instruments, and such consent and approval shall also be deemed to cover and apply to the easements of ingress and egress to the Common Areas and facilities located or to be located in, at and upon the original approximately seventy (70) acres of land and project hereof.

In the event that additional land is annexed in accordance with the terms of this Article II, the owners of the units described on page two (2) hereof shall be granted necessary easements for ingress and egress to the Common Areas located on such annexed land and the owners of the units described on page two (2) hereof shall in return grant easements for ingress and egress to the Common Areas located on the land described on page two (2) hereof to the owners of the units to be located in the annexed area.

Each unit owner and their respective mortgagees by acceptance of a deed conveying an ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints Declarant his attorney-in-fact, coupled with an irrevocable interest and authorizes, directs and empowers such attorney, at the option of the attorney in the event that Declarant exercises the option and the rights reserved in this Article II to add the land described herein and the improvements constructed thereon to the property as herein provided, to execute, acknowledge and record for and in the name of such unit owner the required easements and an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such easements and amendment or amendments.

ARTICLE III

PERSONS BOUND BY THESE RESTRICTIONS

All persons who now own or shall hereafter acquire any interest in the above enumerated 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 or about September 30, 2003, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

ARTICLE IV

REQUIRED SIZE OF RESIDENCES

Any residence one story in height erected on any of said lots shall contain a minimum of 1800 square feet of enclosed floor area; any such residence one and one-half stories in height erected on any one of said lots shall contain a minimum of 2100 square feet of enclosed floor area, of which at least 1500 square feet shall be on the first floor; any such residence being two-story or split level erected on any one of said lots shall contain a minimum of 2250 square feet of enclosed floor area, of which at least 1200 square feet shall be on the first floor.

The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors 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 basement, garages, porches or attic. Declarant shall have and hereby reserves the right to reduce the floor area requirements set forth above, provided the total reduction for any one residence may not exceed 20 percent of such minimum floor area requirement for such residence, and provided further that consent for such reduction is obtained from the City of Leawood, Kansas.

ARTICLE V

LOT AREA REQUIRED

No residence shall be erected or maintained on any lot, or any parts thereof, which makes provisions for less than 100' x 120' of lot area and/or less than 12,000 square feet of residential lot area without the prior written consent of Declarant and the City of Leawood, Kansas.

ARTICLE VI

SETBACK OF RESIDENCES FROM STREET

No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots nearer to the front street or the side street than is the applicable building line shown on said plat of HUNTER'S RIDGE, on the lot or lots on which such residence is erected, provided that Declarant shall have and does hereby reserve the right in the sale and conveyance of any of said lots to change any building line shown thereon, and may at any time thereafter with the consent in writing of the then record owner of the fee simple title to any lot change any building line that is shown on said plat on such lot, or which may be established by it in a sale or conveyance, provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot more than 10 feet nearer to the front street or five (5) feet nearer to the side street than is the applicable building line shown on said plat on such lot, Reference is made herein to building lines for the purpose of determining the location of any residence with reference to the adjoining street or streets, and in case of relocation of any of said streets, change may be made by Declarant in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets, and provided further, that Declarant shall have and does hereby reserve 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, and further provided that the widening of any of said streets shall not, for the purpose of these restrictions, be deemed a relocation of such streets.

The rights hereinabove reserved to Declarant to change the location of the building lines shown on said plat shall be exercised only after the proposed change(s) shall have been approved by the City of Leawood, Kansas.

ARTICLE VII FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any of said lots shall not occupy more than 80 percent of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat or as established by Declarant in the conveyance of such lot, or on such front building line projected to the side lines of the lot, whichever line is of greater length; and the main body of any such residence (as defined above) shall be set back at least 10 feet from both of the side lines of the lot on which such residence is erected.

It is provided, however, that the maximum width of any residence which may be erected on any of said lots may, with the consent in writing of Declarant, be increased by not to exceed 10 percent of the width of any such lot, measured as above provided. It is further provided that the required setback from the side lines of the lot as herein provided may, with the consent in writing of both Declarant and the City of Leawood, Kansas, be reduced by not to exceed 33-1/3 percent of the amount of such required setback; provided, however, that this reservation shall in no way whatsoever affect the provision relative to the change in said building lines as set forth in ARTICLE VI herein.

In case the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this ARTICLE shall be construed accordingly, and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage used may not be reduced on any such lot as long as said residence is maintained thereon, and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided (i) that it be not reduced below the minimum number of feet required of any residence of a width that might be then erected thereon, based on the provision of this ARTICLE; and (ii) that such reduction does not reduce the lot area below the minimum area specified in ARTICLE V hereof.

ARTICLE VIII
MAINTENANCE

Because of the fact that units, although separately owned, are a part of this Project, and said Project is designed to become an outstanding and prestigious residential area, Declarant does hereby set forth herein certain stipulations which shall govern the ownership of the Units, and shall be binding on the Owners thereof. These stipulations, without being limited thereto, relate to such things as interior and exterior maintenance and repairs, and are in detail as follows:

1. At the time of construction of each residential structure, the Owner of each of the lots shall expend a minimum sum of \$250.00 for landscap-ing that portion of the lot between the street and the front building line of the structure. All lawns shall be fully sodded prior to occupancy or shall be planted with zoysia strips no farther than twelve inches apart, or zoysia plugs no farther than six inches apart.

2. Each Owner shall maintain the interior of each such Unit, including patio area(s), in a neat, clean and orderly condition. This requirement of maintenance shall particularly extend to all items which can be seen externally, including exterior and interior cleaning of windows, and replacement of broken glass and burned-out light bulbs, if any.

3. The maintenance of the exterior of any Unit as herein set forth shall also be the obligation of the Owner: maintenance of lawns including the shrubs, trees and plants; and trash, ice and snow removal; until such time that a HUNTER'S RIDGE homes association may be formed and assume any or all thereof.

4. The materials used in any replacement of the original roof of any residential structure must be approved in writing by the Declarant and/or homes association prior thereto.

ARTICLE IX
INSURANCE

Each Unit Owner shall be required to obtain and maintain his own homeowners and casualty insurance in an amount equal to the replacement value at the time of the casualty or loss. Upon request of the Declarant, he shall be required to show proof of such insurance either by the policy itself or a certificate of insurance.

ARTICLE X
RESTRICTIONS

1. No residential structure which has previously been at another location shall be moved onto any lot in this subdivision without the prior written approval of Declarant.

2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties (excepting any original construction or development by the Declarant) nor shall any exterior additions to or change or alteration there be made including reconstruction after a casualty loss, (except by Declarant) until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and/or any other proposed form of change including, without limitation, any other information specified by Declarant shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the subdivision by the Declarant.

3. No Unit or part of any Unit shall be used for a purpose other than a private, single-family residence; provided, however, that part of a Unit, in conjunction with its use as a single-family residence and purely as an ancillary use with no regular customers or inviting of customers to the Unit, or signs or advertising of any type, on or off the Unit, also may be used as an office by the Occupant with the prior written consent of the Declarant.

4. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, shed or other buildings shall be erected, used or maintained on any Unit at any time without the prior written consent of the Declarant.

5. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any of said lots without the consent in writing of the Declarant.

6. No radio or television transmitting or receiving antenna may be erected or maintained outside of or attached to any residence on any of said lots without the consent in writing of Declarant. No lights or other illumination shall be higher than the house on any lot covered by these restrictions without the consent of Declarant.

7. No pergola, or any detached structure for purely ornamental purposes, may be erected on any part of any of said lots without the consent in writing of Declarant.

8. No building or any part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, caves, chimneys, and similar projections, shall be nearer the street line than the building set back lines shown on said plat; provided, however, that said Declarant must consent to any projection more than 4 feet beyond the building line.

9. All exterior basement foundations and walls which are exposed in excess of twelve inches (12") above final grade level shall be painted the same color as the house, or covered with siding compatible with the structure unless Declarant otherwise consents in writing.

10. No tank for the storage of fuel may be maintained on any of said lots without the consent in writing of Declarant.

11. No sign shall be hung or displayed either on the inside or the outside of any Unit or otherwise or so as to be seen from the exterior, and no apparatus or unsightly projection shall be affixed to, or placed upon an exterior wall or roof or the Unit's premises without the prior written consent of the Declarant; provided, however, with the prior written consent of the Declarant, one "for sale" sign at any one time may be displayed by or on behalf of an Owner solely in the ground area in front of his Unit until sold all in accordance with the laws of the City of Leawood, Kansas.

12. No animals, livestock or poultry of any kind shall be raised, kept or maintained on any building site in the Project other than household pets, which shall be limited in accordance with the laws of the City of Leawood, Kansas. All pets shall be leashed when beyond the confines of the home and patio, but not to any fence. No pet will be kept, bred or maintained for commercial purposes.

13. No noxious or offensive trade or activity shall be carried on, upon or within any Unit or shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located installed or maintained upon the exterior of any Unit.

14. No vehicles shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Units, their families, guests and invitees except for the reasonable needs of emergency, construction, or services vehicles, and then limited to as brief period of time as possible. No camper, trailer, bus, van, boat or similar vehicles shall be permitted to stand exposed to view on any driveway or other portion of any lot longer than 14 hours in any 24-hour period; provided, however, one recreational vehicle may be parked for a period not to exceed 36 hours for the purpose of loading and unloading, and shall be forthwith removed thereafter. No over-the-road vehicles shall be permitted at any times. Garage doors shall be kept closed at all times, except during actual ingress and egress.

15. All garages shall be attached to the residence or qualify as a basement garage.

16. No swimming pools and appurtenances to same. may be built, constructed or erected without the prior written consent of Declarant. Swimming pools allowed may be covered with flat storage covers. to protect the pools from leaves, animals, etc., when the pools are inoperable. No pool enclosures commonly referred to as glass, plastic, aluminum, metal and fiber enclosures or air structures, air bubbles and air covers shall be allowed at any time. No pool enclosures, fences and appurtenant structures shall be allowed that Declarant or the homes association deems unsightly or objectionable to other lot owners in the subdivision. Any pool permitted and allowed shall be properly maintained at all times.

ARTICLE XI
EASEMENTS

The property subject to this Declaration shall be subject to a perpetual utility easement in gross to the Declarant, its successors and assigns, for ingress and egress, to perform its obligations and duties as may be required by this Declaration or amendments thereto.

Declarant shall have, and does hereby reserve the right, to locate, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television, master television antenna system, a master lawn sprinkler system and other utilities, and conduits to said Unit premises for any and all pumps and systems, and to give or grant right of use of easements therefor, over, under, through, and upon any part of the land subject to this Declaration, except the portions thereof upon which Units have been erected and title transferred to parties other than the undersigned, including, but not limited to easements, services and/or connections to or from adjacent premises not now a part of the aforesaid HUNTER'S RIDGE.

ARTICLE XII
RELEASE OR MODIFICATION

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with and binding the land subject to this Declaration, and shall remain in full force and effect for a term not less than twenty-five years (25) from the date this Declaration is recorded or September 30, 2003, whichever is the later, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each; unless such covenants, restrictions and provisions are amended, modified, changed or cancelled, in whole or in part, by a written agreement signed by not less than sixty percent (60%) of the Owners then subject to this Declaration. Any agreement modifying, changing, or cancelling these restrictions shall become effective upon the date of its recording in the office of the Registrar of Deeds of Johnson County, Kansas, and shall not be applicable to existing buildings in the Project except as herein set forth and so authorized.

ARTICLE XIII
AMENDMENTS

1. By Declarant. Notwithstanding the provisions of Article XII hereinbefore, until such time as the first unit is conveyed, Declarant in its sole discretion may abolish said covenants, conditions, provisions and restrictions or change them, in whole or in part.

2. By Owners. Except as otherwise provided in Article XII and paragraph of this ARTICLE XIII, the covenants, conditions, provisions and restrictions of this Declaration may be abolished or changed, at any time, in whole or in part only with the consent of sixty percent (60%) of the Owners evidenced by a signed instrument.

ARTICLE XIV
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, and do by these presents, agree and covenant with the owners of the lots hereby restricted and with their heirs, 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 restriction 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 Declarant, 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 Declarant, its successors or assigns, or of any Owner or Owners, their heirs and assigns, of any lot or lots in this subdivision, 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. Declarant may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those 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 or it in this instrument.

ARTICLE XV
GENERAL PROVISIONS

1. Successors of Declarant. Any and all rights, reservations, interests, privileges and/or powers of the Declarant hereunder may be assigned and transferred by the Declarant, with or without notice to the Owners.

2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions and restrictions set forth in this Declaration; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration or against such sold or otherwise transferred Unit.

3. Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid, addressed to the Owner at the street address assigned to his Unit by the governing body of the City of Leawood, Kansas, or its delegate or addressed to Declarant at Suite 14S, 4121 West 83rd Street, Prairie Village, Kansas 66208, provided, however, said notice may be delivered by other means.

4. Separability. Invalidation of any provision or restriction set forth herein or any part thereof by an order, judgment or decree of any court of law or equity, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain, and continue in full force and effect.

5. Right to Form Homes Association. All persons or entities who are owners of a fee simple interest in one or more Units (lot and residence) shall have the right to form a Hunter's Ridge Home Association, acting as a not-for-profit corporation, incorporated under the laws of the State of Kansas.

All common areas in the subdivision shall be maintained by Owner until HUNTER'S RIDGE HOMES ASSOCIATION is created by an instrument entitled "Homes Association Declaration". After the formation of said Homes Association and incorporation thereof, said Homes Association shall maintain all common areas, including, but not limited to, the mowing, planting, trimming, landscaping and sprinkling of such areas, island and other landscaped areas shown on the plat not being a part of any particular lot, whether or not the same shall be dedicated to the public. Common areas shall also include brick and stone work or other ornamental structures, whether or not a part of any particular lot, and shall include the landscape easement area, a part of a particular lot shown on the plat. Such areas not dedicated to the public shall be deeded by Declarant to the Homes Association, which in addition to being responsible for maintenance, shall pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the Homes Association to properly maintain such areas, Declarant or the City of Leawood may do the necessary maintenance work and assess the Homes Association and/or each of its members for the reasonable expenses of such work, or Declarant or the City of Leawood may bring an action in any court of competent jurisdiction requiring such maintenance be done. The above named parties or any subsequent owner for the time being of any tract or lot in said subdivision shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach or to enforce the keeping of any of said restrictions and may bring any other proper legal action.

After the formation of said Homes Association, Declarant shall have the right, at its option, and upon the consent and acceptance of said Homes Association, to transfer and assign all of the rights or obligations of interpretation, approval and enforcement of the provisions of this Declaration of Restrictions to said Homes Association.

6. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

(Capitol Funds and Saul Ellis notarized Signatures)

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.



CAPITOL FUNDS, INC.

By Jack E. Smith
Vice President, Jack E. Smith

ATTEST:

Glenn W. Timmons
Assistant Secretary, Glenn W. Timmons



HUNTER'S RIDGE, INC.

By Saul Ellis
President, Saul Ellis

Secretary
Marvin P. Richmond

ARTICLE II

MEETINGS OF MEMBERS OF HOMES ASSOCIATION

Section 1. Place of Meetings. All meetings of the members of the homes association shall be held at such places as may be designated by the Board of Directors from time to time and as shall be stated in a notice from time to time to the members of the homes association.

Section 2. Annual Meeting. The annual meeting of the members shall be held on the second Monday of June each year if not a legal holiday, and if a legal holiday then on the next day following at 7:00 o'clock p.m. At the annual meeting the members shall elect a Board of Directors and transact such other business as shall properly come before the meeting.

Section 3. Special Meetings. Special meetings of the members may be held for any purpose or purposes. Such meetings may be called by the president of the association, the Board of Directors, or

upon written request of not less than one-fifth (1/5th) of all members of the corporation entitled to vote at any such meeting.

- Section 4. Action in Lieu of Meeting. Any action required to be taken at a meeting of the members or any other action that may be taken at a meeting of the members may be taken without a meeting if consents in writing setting forth the action so taken shall be signed by all of the members entitled to vote.
- Section 5. Notice. Written or printed notice of each meeting of the members whether annual or special, stating the place, date and hour of the meeting and in case of a special meeting, the purpose or purposes thereof, shall be given to each member entitled to vote, not less than ten (10) days or more than fifty (50) days prior to the meeting unless, as to a particular matter, other or further notice is required by law, in which case such other or further notice shall be given.
- Section 6. Presiding Officials. Every meeting of the corporation shall be convened by the president or one of the officers of the corporation, provided however, in the absence of any officer, the members at any meeting by majority vote of those present, provided there is a quorum present, may select any person of their choosing to act as chairman and secretary of such meeting.
- Section 7. Waiver of Notice. Whenever any notice is required to be given under the provisions of these bylaws or any law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent of giving such notice. To the extent provided by law, attendance at any meeting shall constitute a waiver of notice at such meeting
- Section 8. Business which may be Transacted at Annual Meetings. At each annual meeting of the membership the members shall elect by ballot a Board of Directors. The membership may transact such other business as may be desired whether or not the same was specified in the notice of the meeting as one of the purposes thereof is prohibited by law.
- Section 9. Business which may be Transacted at Special Meetings. Business transacted at all special meetings shall be confined to the purposes stated in the notice of such meetings unless the transaction of such other business is consented to by all of the members of the homes association.
- Section 10. The number of members to constitute a quorum at any meeting shall be fifty per cent (50%) of all votes of the membership, and such members constituting a quorum may be present in person or by proxy. If a quorum should not be present at any meeting, another meeting may be called with the same notice requirements and the required quorum at any such subsequent meeting shall be one-half (1/2) of the requirement at the preceding meeting, provided that any subsequent meeting shall be held within sixty (60) days of the previous meeting and so on until a quorum is achieved.
- Section 11. Proxies. At any meeting of the members every member having the right to vote shall be entitled to vote in person or by proxy executed in writing by such member or by his duly authorized attorney in fact.

- Section 12. Voting. Each member shall be entitled to one vote for each lot in which they hold the interest required for membership as set out by the Articles of Incorporation and these By-laws. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to each such lot. At any meeting where a quorum is present, any action may be taken by a vote that is a majority of those present.
- Section 13. List of Membership. Every person or entity who is a record owner of a fee or an undivided fee interest in any lot shall be a member of the association provided that any such person or entity who holds such interest merely as a security for performance shall not be a member. A complete list of the members of the association entitled to vote at each meeting of he membership with their addresses shall be prepared by the officers of the corporation having charge of the books of the corporation and shall for a period of ten (10) days prior to the annual meeting be kept on file in the registered office or the principal office of the homes association corporation and shall be available at reasonable times for inspection by any member.

ARTICLE III

DIRECTORS

- Section 1. Number. The directors of this corporation shall be five (5) in number, each having a two year term. Three directors shall be elected each odd numbered year and two to be elected each even numbered year. If necessary, the first board shall by a drawing determine which members shall have more or less than a two year term in order to accomplish the staggered terms. A director shall be a member of the homes association
- Section 2. Powers of the Board. The business of the homes association shall be managed by the directors acting as a board. The board shall have and is vested with all and unlimited authority, except as may be expressly limited by law, the Articles of Incorporation or by the bylaws to do or cause to be done any and all lawful things for and in behalf of the corporation.
- Section 3. Meetings of the Board of Directors. Members of each newly elected board shall meet immediately after the annual meeting of the membership and at that time shall elect officers. If a quorum shall not be present, the members of such board may meet at such time and place as shall be consented to by a majority of the newly elected directors, provided that written or printed notice of such meeting shall be mailed or delivered to each of the other directors in the same manner as shall be provided in Article III, Section 5, of these bylaws with respect to giving notice of special meetings of the board, except that it shall not be necessary to state the purpose of the meeting in such notice. Each director upon his election shall qualify by accepting the office of director, and his attendance at or his written approval of the minutes of any meeting of the newly elected directors shall constitute his acceptance of such office. Also he may execute such acceptance by a separate writing which shall be placed in the minute book.
- Section 4. Regular Meeting, Notice. Regular meetings of the board shall be held at least quarterly without notice at such time and place as from time to time may be fixed by resolution adopted by the Board of Directors. Any business may be transacted at a regular meeting.

- Section 5. Special Meeting, Notice Special meetings of the board may be called at any time by the president, vice-president or secretary of any one or more of the directors. Written or printed notice of such special meeting of the board stating the place, day and hour and the purpose and purposed therefore, shall be mailed or delivered to each director at least seven (7) days before the day on which the meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage prepaid addressed to the director at his residence.
- Section 6. Action in Lieu of Meeting. Any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if the directors consent in writing setting forth the action so taken, the same to be signed by all of the directors entitled to vote with respect to the subject matters. Any such consent signed by all of the directors shall have the same effect as a unanimous vote and may be stated as such in any document describing the action taken by the Board of Directors.
- Section 7. Meeting by Conference, Telephone or Similar Communications Equipment. Members of the Board of Directors or any committee designated by the board may participate in a meeting of such board or committee by means of a conference telephone call or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.
- Section 8. Quorum. At all meetings of the board a majority of the Board of Directors shall constitute a quorum for the transaction of business. Any action taken by the board shall be by vote of a majority of the board; therefore, at any meeting when there is only a bare quorum present, any action must be unanimous. Less than a quorum may adjourn a meeting until a quorum is present and not notice of adjournment shall be required.
- Section 9. Waiver. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before, at or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where he attends for the express purpose and so states at the opening of the meeting objecting to the transaction of any business because the meeting is not lawfully called or convened.
- Section 10. Vacancies. If the office of any director becomes vacant by reason of death or resignation, the majority of the remaining directors, though less than a quorum, may fill the vacancy until a successor shall have been elected at the next annual meeting of the membership.
- Section 11. Indemnification and Liability of Directors and Officers. Each person who is or was a director or officer of the homes association corporation shall be indemnified by the corporation to the full extent permitted or authorized by the laws of the State of Kansas as now in effect and hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense, including attorney fees, asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other right to which those indemnified may be entitled under any other bylaw or under any agreement and shall not limit in any way any right the corporation may have to make different or future indemnifications with respect to the same or different persons or classes or classes of persons.

No person shall be liable to the corporation for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by him as director or officer of the homes association corporation if such person exercised the same degree of care and skill as a prudent man would have exercised under the circumstances in conduct of his own affairs or he or she took or omitted to take such action on reliance of counsel for the corporation or upon statements made or information furnished by directors, officers, employees or agents of the corporation which he or she had no reasonable grounds to disbelieve.

Section 12. Board Committees. The Board of Directors may by resolution passed by a majority of the board designate an Executive Committee, or any other committee, any such committee to consist of two or more directors of the corporation and to the extent provided in said resolution shall have and may exercise all of the authority of the Board of Directors in management of the corporation. Each such committee will keep regular minutes of its proceedings and the same shall be recorded in the minute book of the corporation.

Section 13. Compensation of Directors and Committee Members. Directors and members of all committees shall not receive any stated salary for their services as such but by decision of the Board, the Directors and others may be allowed such expenses as is determined from time to time by the Board.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the corporation shall be elected from the Board of Directors and shall be a president, vice-president, secretary and treasurer. There also may be elected from the membership of the association an assistant secretary and assistant treasure if deemed necessary by the board.

Section 2. Terms of Office. Each officer of the corporation shall hold office for the term of one year or until such officer resigns or is removed by the board, whichever occurs first.

Section 3. Removal. Any officer elected or appointed by the Board of Directors or any employee may be removed or discharged by the board whenever in its judgment the best interest of the homes association corporation shall be served thereby.

Section 4. President. The president shall be the chief executive officer of the homes association corporation and shall preside at all meetings of the members of the homes association and of the Board of Directors. The president shall have general and active management of the homes association corporation and shall carry into effect all directives and resolutions of the board.

Section 5. Vice-president. The vice-president shall, in the absence of the president or in the event of his disability, perform the duties of president and shall generally assist the president and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

- Section 6. Secretary. The secretary shall attend all sessions of the Board of Directors and of the meetings of the membership of the association and shall record all votes taken and the minutes of the proceedings in a minute book of the corporation to be kept for that purpose. The secretary shall see that all books, records, lists and information relating to the homes association are maintained at the homes association corporation office
- Section 7. Treasurer. The treasurer shall have the responsibility for the safekeeping of the funds of the homes association and shall keep or cause to be kept full and accurate accounts of disbursements in books belonging to the corporation. The treasurer shall see that dues and assessment notices are given as required by the homes association declaration and shall further take any action necessary to collect the same. The treasurer shall disburse the funds of the corporation as may be ordered or authorized generally by the board or by the membership and shall render to the president, Board of Directors and membership whenever necessary or required an account of all transactions as treasurer and all information concerning the financial condition of the homes association corporation. At each annual meeting of the membership, the treasurer shall prepare a statement of income and expenses for the immediate past fiscal year and a general budget for the upcoming fiscal year.
- Section 8. Vacancy. In the event of a vacancy of any office, the board shall fill the vacancy from the board members until the next annual board meeting.

ARTICLE V

GENERAL

- Section 1. Checks. All checks or instruments for the payment of money and any notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. If no such designation is made and unless and until the board otherwise provides, the president and secretary or the president and treasurer shall be required to sign all such instruments in the name of the homes association corporation.
- Section 2. Fiscal Year. The Board of Directors shall have the power to fix or change the fiscal year of the corporation.
- Section 3. Directors Annual Statement. The Board of Directors shall through its treasurer at each annual meeting and when called for by vote of the membership present to any annual or special meeting of the shareholders a full statement of the business and condition of the homes association corporation.
- Section 4. Amendments. The bylaws of the homes association corporation may from time to time be repealed, amended or altered or new bylaws adopted by vote of the majority of the members of the homes association entitled to vote at any special or annual meeting.
- Section 5. Conflicts with Declaration. In the event of any conflict between these bylaws and the Declaration of Restrictions, Covenants and Homes Association Declaration of Hunter's Ridge, the declaration as recorded with the Register of Deeds, Johnson County, Kansas, shall control.

ARTICLE VI

ASSESSMENTS

Section 1. Assessments to be Established by Members of Association. Assessments for maintenance and other charges as needed for purposes of the Homes Association maybe set from time to time by members of the association either at an annual or a special meeting as provided with the restrictions on Hunter's Ridge and within these bylaws. Each member shall pay to the association such annual assessment or charge or such special assessment for capital improvements as may be fixed and established from time to time by members of the association. Each such assessment or charge together with interest and costs of collection thereof shall be the personal obligation of the person who was the owner of such property at the time when the assessment became due. Further the assessments may be enforced and collected as otherwise provided with restrictions filed against property which is the subject of this homes association. The assessments and charges levied shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents with the homes association corporation's boundaries and for the improvement and maintenance of properties, services, facilities, and common areas in such boundaries.

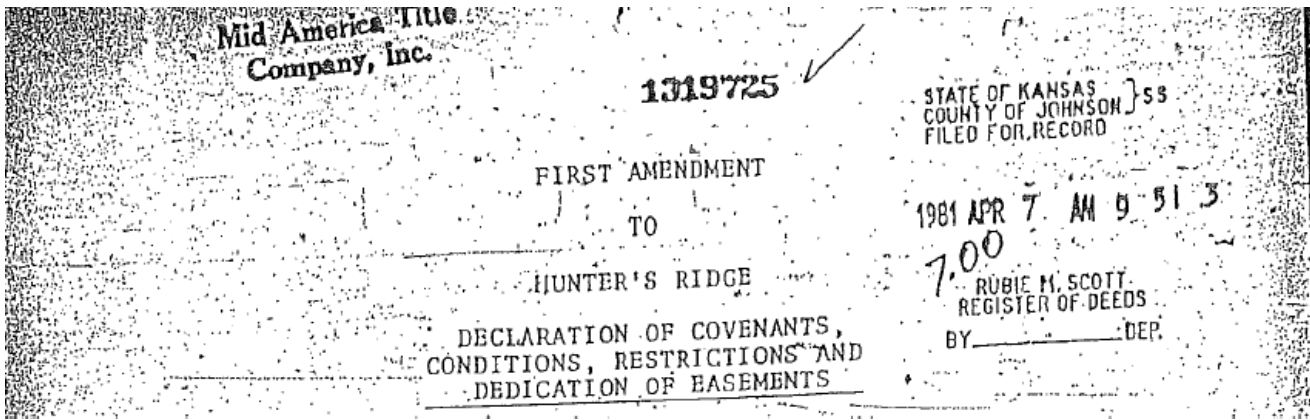
Section 2. Assessment Against Vacant Lot. A vacant lot shall be subject to assessments; provided, however, the assessment for a vacant lot shall be appropriately reduced in the event said lot does not receive a service needed and rendered for approved lots.

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of the bylaws as adopted by the members of the homes association corporation on the ____ day of _____, 19__.

Dated this ____ day of _____, 198__.

Secretary



FIRST AMENDMENT

TO

HUNTER'S RIDGE

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
DEDICATION OF BASEMENTS

THIS FIRST AMENDMENT is made and entered into this 6th day of April, 1981, by and between CAPITOL FUNDS, INC., a Kansas corporation, authorized to do business in the State of Kansas, the OWNER, and ELLIS ENTERPRISES, INC., the surviving corporation in the merger with HUNTER'S RIDGE, INC., the former corporation being a Kansas corporation, authorized to business in the State of Kansas, with its principal place of business at 9401 Nall Avenue, Suite 201, Prairie Village, Kansas, the DEVELOPER, said parties being hereinafter sometimes referred to jointly or severally as the DECLARANT, and relates to the following described land, to-wit:

All of lots 3 through 7, inclusive, Block 2, all of Lots 3 through 15, inclusive Block 3, and all of Lots 12 through 20, inclusive, Block 4, HUNTER'S RIDGE, SECOND PLAT, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

Subject to mortgages, restrictions, reservations, easements, licenses, party walls, and agreements and covenants, if any, of record;

As shown on the second Hunter's Ridge Plat heretofore filed and recorded in Book 49, Page 19, Document 1289800 on the 28th day of August, 1980, in the Office of the Register of Deeds, Johnson County, Kansas, being part and parcel of Hunter's Ridge heretofore recorded on May 18, 1978, as Document 1167094 in Book 44 at Page 33, containing 19.806 acres, more or less of unplatted land.

The original Declaration was filed for record in the Recorder of Deeds Office, Johnson County, Kansas on the 5th day of September, 1978, in Book 1379, Pages 575-598, inclusive. Pursuant to the right, authority and power set forth under Article II, ENLARGEMENT, set forth on pages 580-582, inclusive, thereof, Declarant does hereby subject the aforesaid additional land to the covenants, conditions and restrictions set forth in said original Declaration.

In all other respects, the original Declaration is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and date first above written.



CAPITOL FUNDS, INC.

By Stanley F. Mick
Vice President

Steve C. Gebhart
Assistant Secretary

ELLIS ENTERPRISES, INC.

By Saul Ellis
President

Marvin P. Richmond
Secretary

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

BE IT REMEMBERED, that on this 6th day of April, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stanley F. Mick, Vice President of Capitol Funds, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Steve C. Gebhart, Assistant Secretary of said corporation, who are personally known to me to be such officers and personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the free act and deed of said corporation.

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

HELEN C. KOULOUKIS
STATE NOTARY PUBLIC
Johnson County, Kansas
My Appointment Expires: July 14, 1981

Helen C. Kouloukis
NOTARY PUBLIC Helen C. Kouloukis

My Commission Expires: May 14, 1981

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

BE IT REMEMBERED that on this 6th day of April, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Saul Ellis, President of ELLIS ENTERPRISES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Marvin P. Richmond, Secretary of said corporation, who are personally known to me to be such officers and personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the free act and deed of said corporation.

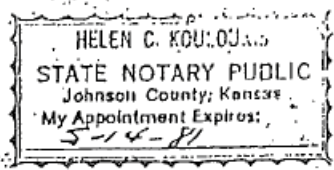
LVN 1662 PAGE 86

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

Helen C. Kouloukis
NOTARY PUBLIC Helen C. Kouloukis

My Commission Expires:

May 14, 1981



This instrument is being refiled to show that this is subject also to the amendment of the original declaration. 1387802 *Refile* 1390364 ✓

SECOND AMENDMENT TO HUNTER'S RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENTS

SECOND AMENDMENT TO HUNTER'S RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENTS

This Second Amendment is made and entered into this 30th day of November, 1982, by and between CAPITOL FUNDS, INC., a Kansas corporation, authorized to do business in the State of Kansas, the OWNER, and ELLIS ENTERPRISES, INC., a Kansas corporation, with its principal place of business at 9401 Nall Avenue, Suite 201, Prairie Village, Kansas, the DEVELOPER, said parties being hereinafter sometimes referred to jointly or severally as the DECLARANT, and relates to the following described land, to-wit:

Lots 16 through 19, inclusive, Block 1 and Lots 8 through 12, inclusive, Block 2, HUNTER'S RIDGE, THIRD PLAT, Johnson County, Kansas,

as shown on the Hunter's Ridge Plat 3 heretofore filed of record in Book 52, Page 25, Document 1386435 on the 10th day of December, 1982, in the Office of Register of Deeds, Johnson County, Kansas, being part and parcel of Hunter's Ridge heretofore recorded in Book 44 at Page 33, as the 1st Plat and Book 49, page 19, as the 2nd Plat.

The original Declaration was filed for record in the Recorder of Deeds Office, Johnson County, Kansas on the 5th day of September, 1978, in Book 1379, Pages 575-598, inclusive. Pursuant to the right, authority and power set forth under Article II of the said original Declaration, the Declarant does hereby subject the above described additional property (3rd Plat) to the covenants, conditions and restrictions set forth in said original Declaration and the amendment recorded in Volume 1810, page 639.

In all other respects the original Declaration is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the date first above written.

<p>ATTEST:</p> <hr/> <p>ATTEST:</p>	<p>CAPITOL FUNDS, INC.,</p> <p>BY <i>Jack M. Smith</i> Jack M. Smith, Vice President</p> <hr/> <p>ELLIS ENTERPRISES, INC.,</p> <p>BY <i>Paul Ellis</i> Paul Ellis, President</p>
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ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

The foregoing instrument was acknowledged before me this 6th day of December, 1982, by Jack E. Smith and as Vice President and of Capitol Funds, Inc., a Kansas corporation, on behalf of said corporation.

Ramona L. McConnell
Notary Public
Ramona L. McConnell

My Appointment Expires:

October 16, 1984

RAMONA L. MCCONNELL
STATE NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Appointment Expires Oct. 16, 1984

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

The foregoing instrument was acknowledged before me this 6th day of December, 1982, by Saul Ellis and as President and of Ellis Enterprises, Inc., a Kansas corporation, on behalf of said corporation.

Ramona L. McConnell
Notary Public

My Appointment Expires:

October 16, 1984

Ramona L. McConnell

RAMONA L. MCCONNELL
STATE NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Appointment Expires Oct. 16, 1984

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

DEC 21 PM 3 40 0

JAN 13 PM 3 52 5

6.00
COURT H. SCOTT
REGISTER OF DEEDS

6.00
RICHIE H. S...
REGISTER OF DEEDS

BY: DEP.

BY: DEP.

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VOL 1810 PAGE 651

The Third Amendment to the Deed Restrictions recorded at Volume 1810, page 639 adds Hunter's Ridge Fourth Plat to the Restrictions. There are no substantive changes.

1599326 ✓

FOURTH AMENDMENT TO HUNTERS' RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENT

FOURTH AMENDMENT TO HUNTER'S RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENT

This Fourth Amendment is made and entered into this 22nd day of April, 1986, by and among all of the owners of the lots within the Fifth Plat, Hunter's Ridge, and Saul Ellis and Company, Inc., a Kansas corporation, with its principal place of business at 9401 Nall Avenue, Suite 201, Prairie Village, Kansas, the Developer, said parties being hereinafter sometimes referred to jointly or severally as the DECLARANT, and this amendment relates to the following described land, to-wit:

Lots 15 through 23, Block 5; Lots 7 through 14, Block 6; Lots 6 and 7, Block 7; Lots 1 through 4, Block 9; and Lots 1 and 2, Block 10, HUNTER'S RIDGE FIFTH PLAT, Johnson County, Kansas,

as shown on the Hunter's Ridge Plat 3 heretofore filed of record in Book 52, Page 35, Document 1497345, on the 15th day of October, 1984, in the Office of Register of Deeds, Johnson County, Kansas, being part and parcel of Hunter's Ridge heretofore recorded in Book 44 at Page 33, as the First Plat, Book 49, page 19, as the Second Plat, Book 52, page 25, as the Third Plat and Book 53 page 1, as the Fourth Plat.

The original Declaration was filed for record in the Recorder of Deeds Office, Johnson County, Kansas on the 5th day of September, 1978, in Book 1379, Pages 575-598, inclusive. Pursuant to the right, authority and power set forth under Article II of the said original Declaration, the Declarant does hereby subject the above described additional property (Fifth Plat) to the covenants, conditions and restrictions set forth in said original Declaration and the amendment recorded in Volume 1810, page 639.

In all other respects the original Declaration is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, Declarant and owners of all of the above-described has caused this instrument to be executed the date first above written.

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check

SAUL ELLIS AND COMPANY, INC.
BY *[Signature]*
Saul Ellis, President

STATE OF KANSAS
COUNTY OF JOHNSON)
FILED FOR RECORD)
1986 APR 24 P 4:09 0

13th
BY _____ DEP
RUDIE M. SCOTT
REGISTER OF DEEDS

VOL 2325 PAGE 460

1597396 ✓

FIFTH AMENDMENT TO HUNTER'S RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENT

FIFTH AMENDMENT TO HUNTER'S RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENT

This Fifth Amendment is made and entered into this 14th day of April, 1986, by and among all of the owners of the lots within the Fifth Plat, Hunter's Ridge, and Saul Ellis and Company, Inc., a Kansas corporation, with its principal place of business at 9401 Nall Avenue, Suite 201, Prairie Village, Kansas, the Developer, said parties being hereinafter sometimes referred to jointly or severally as the DECLARANT, and this amendment relates to the following described land, to-wit:

Lots 8 through 18, Block 7; Lots 2 through 10, Block 8; Lots 5, 6 and 7, Block 9 and Lots 1 through 7, Block 11, HUNTER'S RIDGE SIXTH PLAT, Johnson County, Kansas,

as shown on the Hunter's Ridge Sixth Plat heretofore filed of record in Book 59, Page 26, Document 1537060, on the 11th day of June, 1985, in the Office of the Register of Deeds, Johnson County, Kansas, being part and parcel of Hunter's Ridge heretofore recorded in Book 44 at Page 33, as the First Plat, Book 49, page 19, as the Second Plat, Book 52, page 25, as the Third Plat and Book 53 page 1, as the Fourth Plat, Book 57, page 35 as the Fifth Plat.

The original Declaration was filed for record in the Recorder of Deeds Office, Johnson County, Kansas on the 5th day of September, 1978, in Book 1379, Pages 575-598, inclusive. Pursuant to the right, authority and power set forth under Article II of the said original Declaration, the Declarant does hereby subject the above described additional property (Sixth Plat) to the covenants, conditions and restrictions set forth in the original Declaration and the amendment recorded in Volume 1810, page 639.

In all other respects the original Declaration is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Declarant and owners of all of the above-described lots have caused this instrument to be executed the date first above written.

SAUL ELLIS AND COMPANY, INC.

BY

Saul Ellis
Saul Ellis, President

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Chick

VOL 2320 PAGE 601

1597397 V

SIXTH AMENDMENT TO HUNTER'S RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENT

SIXTH AMENDMENT TO HUNTER'S RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENT

This Sixth Amendment is made and entered into this 14th day of April, 1986, by and between CAPITOL FUNDS, INC., a Kansas corporation, authorized to do business in the State of Kansas, the OWNER, and SAUL ELLIS AND COMPANY, INC., a Kansas corporation, with its principal place of business at 9401 Nall Avenue, Suite 201, Prairie Village, Kansas, the Developer, said parties being hereinafter sometimes referred to jointly or severally as the DECLARANT, and this amendment relates to the following described land, to-wit:

Lots 5 through 10, Block 9; Lots 3 through 17, Block 10, HUNTER'S RIDGE, SEVENTH PLAT, Johnson County, Kansas,

as shown on the Hunter's Ridge Seventh Plat heretofore filed of record in Plat Book 61, page 5, Document 1571129, on the 25th day of November, 1985, in the Office of the Register of Deeds, Johnson County, Kansas, being part and parcel of Hunter's Ridge heretofore recorded in Book 44 at Page 33, as the First Plat, Book 49, page 19, as the Second Plat, Book 52, page 25, as the Third Plat, Book 53 page 1, as the Fourth Plat, Book 57, page 35 as the Fifth Plat and Book 59, page 26 as the Sixth Plat.

The original Declaration was filed for record in the Recorder of Deeds Office, Johnson County, Kansas on the 5th day of September, 1978, in Book 1379, Pages 575-598, inclusive. Pursuant to the right, authority and power set forth under Article II of the said original Declaration, the Declarant does hereby subject the above described additional property (Sixth Plat) to the covenants, conditions and restrictions set forth in the original Declaration and the amendment recorded in Volume 1810, page 639.

In all other respects the original Declaration is hereby ratified, confirmed and approved.

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IN WITNESS WHEREOF, the Declarant and owners of all of the above-described lots have caused this instrument to be executed the date first above written.

CAPITOL FUNDS, INC.
BY Steve C. Gebhart
Steve C. Gebhart
SAUL ELLIS AND COMPANY, INC.
BY Saul Ellis
Saul Ellis, President

ACKNOWLEDGMENTS

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

The foregoing instrument was acknowledged before me this
14th day of April, 1986, by Steve Gebhart
of Capitol Funds, Inc., a Kansas corporation, on
behalf of the corporation.

JANE GORDANIER
NOTARY PUBLIC
STATE OF KANSAS
My App'l. Expires 12-19-89

Jane Gordanier
Notary Public Jane Gordanier

My Appointment Expires: 12/19/89

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

The foregoing instrument was acknowledged before me this
14th day of April, 1986, by Saul Ellis, President of
Saul Ellis and Company, Inc., a Kansas corporation, on behalf of
the corporation.

JANE GORDANIER
NOTARY PUBLIC
STATE OF KANSAS
My App'l. Expires 12-19-89

Jane Gordanier
Notary Public Jane Gordanier

My Appointment Expires: 12/19/89

600 STATE OF KANSAS]
COUNTY OF JOHNSON] SS
FILED FOR RECORD

1986 APR 16 P 4: 18 3

RUBIE M. SCOTT
REGISTER OF DEEDS

BY _____ DEF

BYLAWS OF
HUNTER'S RIDGE HOMES ASSICATION, INC.
a Kansas not for profit corporation

ARTICLE I

OFFICES AND RECORDS

- Section 1. Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the corporation in the State of Kansas shall be such that it shall be determined from time to time by the Board of Directors and on file with the Secretary of State of the State of Kansas pursuant to Kansas Corporation Code.
- Section 2. Corporate Offices. The corporation may have an office anywhere within the residential area known as Hunter's Ridge or anywhere outside of Hunter's Ridge area as is determined from time to time by the Board of Directors.
- Section 3. Records. The corporation shall keep at its registered office or at the principal office of the corporation the corporate records which shall show members of the corporation, status of dues and assessments, financial status of the corporation and such other and additional records, statements, lists and information as may be required by law or may be necessary for the operation of Hunter's Ridge Homes Association.
- Section 4. Inspection of Records. Any member of Hunter's Ridge Homes Association shall be entitled to inspect the records of the corporation during usual and customary hours and in such manner as will not unduly interfere with the regular conduct of the business of the homes association. The homes association corporation as a condition precedent to any member's inspection of the records of the corporation may require the member to indemnify the homes association corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such member of information obtained in the course of such inspection.
- Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the corporation and the words, "Corporate Seal – Kansas."

The following is a proposed change in the Hunters Ridge Homes Association Bylaws. This proposal was a motion at the November annual meeting and was approved at that meeting for submission to the membership for a formal vote. This would increase the number of directors from the current number of 5 directors to a new number of 7 directors. This change would allow two members of a pool committee to be members of the board of directors. In the following bylaw any deletions are identified by a ~~striketrough~~ and additions are identified by an underline. Passage of this bylaw change requires the approval of the majority of the members of the homes association.

Article III, Directors, Section 1.

Number. The Directors of this corporation shall be ~~five (5)~~ seven (7) in number, each having a two year term. ~~Three~~ Four shall be elected each odd number year and ~~two~~ three to be elected each even numbered year.

2801167 ✓

2788564 ✓

2817713 ✓

Exhibit A re: Seventh Amendment needs to be an attachment.

NOTICE OF AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DECLARATION OF EASEMENT

The undersigned, being all the members of the Board of Directors of Hunter's Ridge Homes Association, state as follows:

1. Hunter's Ridge Homes Association is a duly formed and authorized homes association consisting of all of the owners of lots located in the Hunter's Ridge subdivision all as described below, (hereinafter "Hunter's Ridge"). This Notice of Amendment of the Declaration Of Covenants, Conditions, Restrictions, and Declaration Of Easements of Hunter's Ridge applies to the following described lands:

- Hunter's Ridge;
Hunter's Ridge, Second Plat;
Hunter's Ridge, Third Plat;
Hunter's Ridge, Fourth Plat;
Hunter's Ridge, Fifth Plat;
Hunter's Ridge, Sixth Plat;
Hunter's Ridge, Seventh Plat;
Hunter's Ridge, Eight Plat;
all being subdivisions in the City of Leawood, Johnson County, Kansas.

STATE OF KANSAS 755
COUNTY OF JOHNSON
FILED FOR RECORD

1998 FEB -4 P 3:48.1

SARA F. ULLMAN
REGISTER OF DEEDS

2. In order to provide the residents of Hunter's Ridge the right to the use of the Foxborough swimming pool and amenities located thereon, the Board placed before the entire membership of the Homes Association a proposed Seventh Amendment to the Declaration of Covenants, Conditions, Restrictions and Declaration of Easements and Amendment to Third Amendment thereof.

3. There are one hundred seventy-two (172) properties entitled to a vote in Hunter's Ridge subdivision

4. The Declaration of Restrictions in force at the time of the vote, required that sixty percent (60%) of the property owners entitled to vote must approve any amendment to declaration of restrictions before said restrictions can become effective. The total number of votes required for passage was one hundred three (103), (172 x .60 = 103.2).

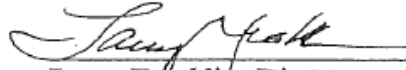
5. One hundred fifty-four (154) votes were cast, of which one hundred fourteen (114) were voted yes and forty (40) were voted no.

6. Each of the undersigned have personally counted the ballots, and hereby certify that, at least, sixty percent (60%) of the persons entitled to vote pursuant to the terms of the Declaration and Restrictions of Hunter's Ridge, and previous amendments thereto, have approved the Amendment attached hereto as Exhibit A.

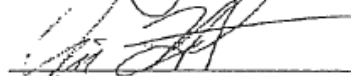
The Seventh Amendment to the Declaration of Covenants, Conditions, Restrictions and Declaration of Easements and Amendments to Third Amendment thereof shall be effective as to all of the land contained in Hunter's Ridge subdivision and as more specifically described above, effective the 10th day of December, 1997.

**BOARD OF DIRECTORS OF
HUNTER'S RIDGE HOMES ASSOCIATION**

Dated: 2-2-98

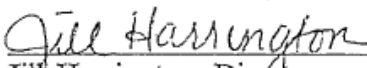

Larry Franklin, Director

Dated: 1/23/98


Jim Hamilton, Director

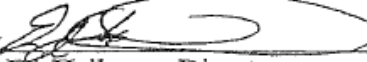
STATE OF KANSAS]
COUNTY OF JOHNSON]
FILED FOR RECORD

Dated: 1/30/98


Jill Harrington, Director

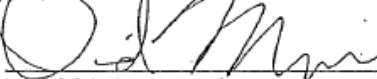
1998 APR 14 P 3:45.0

Dated: 1/30/98


Ed Heilman, Director

1800 SARA F. ULLMANN
REGISTER OF DEEDS

Dated: 1/20/98


David Moyes, Director

STATE OF KANSAS]
COUNTY OF JOHNSON]
FILED FOR RECORD

1800 1998 MAR 11 A 9:47.8

SARA F. ULLMANN
REGISTER OF DEEDS

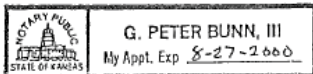
BOOK 5545 PAGE 877

BOOK 5493 PAGE 817

BOOK 5450 PAGE 823

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 2 day of FEBRUARY, 1998, before me, a Notary Public in and for said County and State, personally appeared Larry Franklin known to me to be the person who executed the within and acknowledged to me that he executed the same for the purposes therein stated.



G. Peter Bunn III
Notary Public

My Commission Expires:

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 23rd day of January, 1998, before me, a Notary Public in and for said County and State, personally appeared Jim Hamilton known to me to be the person who executed the within and acknowledged to me that he executed the same for the purposes therein stated.

Denise Duckworth
Notary Public

My Commission Expires:



BOOK 5545 PAGE 878

BOOK 5493 PAGE 818

BOOK 5450 PAGE 824

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STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 30th day of January, 1998, before me, a Notary Public in and for said County and State, personally appeared Jill Harrington known to me to be the person who executed the within and acknowledged to me that she executed the same for the purposes therein stated.

Brenda T. Luther
Notary Public

My Commission Expires:

BRENDA T. LUTHER
Notary Public - State of Kansas
My Appt. Exp. 8-23-2000

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 30th day of January, 1998, before me, a Notary Public in and for said County and State, personally appeared Ed Heilman known to me to be the person who executed the within and acknowledged to me that he executed the same for the purposes therein stated.

Brenda T. Luther
Notary Public

My Commission Expires:

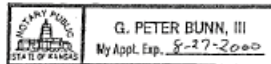
BRENDA T. LUTHER
Notary Public - State of Kansas
My Appl. Exp. 8-23-2000

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BOOK 5545 PAGE 879
BOOK 5493 PAGE 819
BOOK 5450 PAGE 825

IRNSAS)
) ss
OF JOHNSON)

On this 20th day of January, 1998, before me, a Notary Public in and for said County and State, personally appeared David Moyes known to me to be the person who executed the within and acknowledged to me that he executed the same for the purposes therein stated.



G. Peter Bunn, III
Notary Public

My Commission Expires:

5

BOOK 5545 PAGE 880
BOOK 5493 PAGE 820
BOOK 5450 PAGE 826

EXHIBIT A

SEVENTH AMENDMENT TO
HUNTER'S RIDGE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DECLARATION OF EASEMENTS
AND AMENDMENT TO THIRD AMENDMENT THEREOF

THIS AMENDMENT is made this 10th day of December, 1997. Pursuant to Article XIII, paragraph 2, of the Declaration Of Covenants, Conditions, Restrictions And Declaration Of Easements of Hunter's Ridge dated September 5, 1978, recorded at Volume 1379, Page 575, with the Register of Deeds of Johnson County, Kansas, (hereinafter the Declaration) and as subsequently amended from time to time, as amended to add new Article XVII as follows:

NEW AMENDMENT TO DECLARATION

ARTICLE XVII
SWIMMING POOL.

1. Right to use of swimming pool. Each member shall have the right to the use and enjoyment of the swimming facility located at Foxborough Swim Club, all as set forth in the Plat of Foxborough Swim Club filed with the Johnson County Register of Deeds on July 3, 1984, as Document 1479331, at Book 56, Page 43, all subject to the rules and regulations of the Foxborough Swim Club as now exist, and as may be further amended from time to time hereafter. The Association shall appoint two (2) members to a committee, which shall consist of two (2) members from Hunter's Ridge Homes Association, Inc., and two (2) members from the Foxborough Homes Association, Inc., dedicated to the joint establishment of pool rules and regulations. The Hunter's Ridge Homes Association, Inc., Board of Directors shall be responsible for carrying out the terms of Stipulated Agreement entered into in the case captioned: Hunter's Ridge Homes Association, Inc. v. Foxborough Homes Association, Inc., Case No. 96C6566, pending in the District Court of Johnson County, Kansas, (hereafter the "Stipulated Agreement.")
2. Pool Assessments. The Association shall make assessments for the maintenance, and other charges as needed for the operation of the Foxborough Swim Club. Assessments shall be made in accordance with the terms of the Stipulated Agreement. The assessment for the maintenance and operation of the Foxborough Swim Club shall be added to the annual dues/assessments of Hunter's Ridge Homes Association, Inc. These assessments may be enforced pursuant to the same terms and conditions set for the enforcement of other Association assessments, all as set forth in Article XVI, paragraph 4, of the Declaration.
3. Recision and Forfeiture. If by a vote of greater than fifty percent (50%) of those entitled to vote at a meeting of the Association, the members elect not to participate with the Foxborough Homes Association, Inc. in the maintenance, preservation, management and use of the Foxborough Swim Club, the Association shall so notify the Foxborough Homes Association, Inc. and the Association and its members shall thereafter claim no right to the use or enjoyment of the Foxborough Swim Club. Upon such a vote, the Association shall cease the collection of assessments made pursuant to this Article but only after such time as all contributions required to be paid to Foxborough Homes Association, Inc. have been paid in full.

BOOK 5545 PAGE 881

In the event Hunter's Ridge Homes Association, Inc. fails to pay its pro rata share of the pool assessments as set out in paragraph 2 above, then Hunter's Ridge Homes Association, Inc., and each member thereof, shall forfeit the right to use the Foxborough pool, all in accordance with the terms of the Stipulated Agreement.

Unless specifically or necessarily modified by the terms of this Seventh Amendment, all terms of the Declaration shall remain in full force and effect, and are hereby restated and ratified.

AMENDMENT TO THIRD AMENDMENT TO DECLARATION

The Third Amendment to Hunter's Ridge Declaration Of Covenants, Conditions, Restrictions And Declaration Of Easements filed June 6, 1983, recorded at Volume 1866, page 258 with Johnson County Register of Deeds (hereinafter the "Third Amendment") is amended as follows to correct a typographical error in the original document: The last line of the second paragraph of the document shall read:

"... recorded in Volume 1860, page 639."

In all other respects, the original Third Amendment is hereby ratified, confirmed and approved.

BOOK 5545 PAGE 882