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STATE OF KANSAS }
COUNTY OF JOHNSON } ss
REGISTER OF DEEDS

SEP 28 AM 11 48 '77

HOMES ASSOCIATION DECLARATION BY 2000 DEP.
SEVEN HILLS

THIS DECLARATION, made this 27th day of September, 1977, by SEVEN HILLS DEVELOPMENT CO. , a Kansas corporation (hereinafter referred to as "Developer"),

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

Lots 1 through 12, inclusive, Block 1; Lots 7 through 13, inclusive, Block 2; Lots 5 through 18, inclusive, Block 3; Lots 11 through 17, inclusive, Block 4; and Lots 1 through 6, inclusive, Block 5, all in Seven Hills Second Plat, a subdivision of land in the City of Lenexa, Johnson County, Kansas;

and

Lots 1 through 6, inclusive, Block 2; Lots 1, 2, 3, 4, 19, 20, 21 and 22, Block 3; Lots 1 through 10, inclusive, and Lots 18 through 31, inclusive, Block 4; and Lots 7 through 59, inclusive, Block 5, all in Seven Hills First Plat, a subdivision of land in the City of Shawnee, Johnson County, Kansas.

All of the above-described land located in Seven Hills, shown on the plats of Seven Hills, a subdivision of land in Johnson County, Kansas, which plats were recorded in the office of the Register of Deeds of Johnson County, Kansas, in Book 42 of Plats at Pages 13 and 29, respectively; and

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

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

DEFINITIONS OF TERMS USED.

The term "district" as used in this Declaration shall mean, unless and

until extended as hereinafter provided, all of the lots enumerated above as shown on said plat of Seven Hills. If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "district" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Declaration, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Declaration shall be deemed to be vacant and unimproved. The term "public place" as used herein shall be deemed to mean all streets, all parks, all alley ways, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the owners within the district, or which may, with appropriate consent be used by all of the owners of the district. The term "owners" as used herein shall mean those persons or corporations who may from time to time own the land within the district. The term "restrictions" as used herein shall specifically include those contained in the "Declaration of Restrictions" of Seven Hills filed in the office of the Register of Deeds, Johnson County, Kansas, on September 28, 1977, beginning at Page 1 of Volume 1263, and all amendments thereto.

SECTION 1. MEMBERSHIP IN ASSOCIATION

The owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, which is hereby created and established, to be known as "SEVEN HILLS HOMES ASSOCIATION". The Association shall be incorporated under the laws of the State of Kansas as a corporation not for profit. Membership in the Association shall be limited to the owners

of land within the boundaries of the district as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings.

SECTION 2. VOTING RIGHTS

The Seven Hills Homes Association, Inc., shall have two (2) classes of voting membership, as follows:

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

(2) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to ten (10) votes for each lot within the district in which the said Developer holds fee simple title.

SECTION 3. LAND ENTITLED TO BENEFITS

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

SECTION 4. USE OF COMMON AREAS

The owners of land within the district as it may exist from time to time shall have the exclusive right to the use of all undedicated common areas as designated on the plat of Seven Hills or as may be designated on subsequent plats of Seven Hills or as may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas, by the Developer or as otherwise designated herein.

The SEVEN HILLS HOMES ASSOCIATION shall have the right and the

power to make reasonable rules and regulations which shall govern the use of the said undedicated common areas.

SECTION 5. OTHER LANDS - HOW THEY MAY BE ADDED

The Developer may from time to time add to the district such land as is now or hereafter owned or approved for addition by said Developer, provided that the land so added to the district shall at that time be bound by all of the terms of this Declaration and any future modifications thereof.

SECTION 6. POWERS AND DUTIES OF THE ASSOCIATION

(1) The Association shall have the following powers and mandatory duties:

(a) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public source; and to care for, protect and replant shrubbery, and resow grass and replace sod in the parks which are in the streets and in any parks set aside for the general use of the owners in the district, or to which such owners have access and the use thereof.

(b) To provide for the operation and maintenance of any tennis courts, swimming pools, playgrounds, green areas, parking areas, walks, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of the lake and any streams or natural water-courses within the district.

(c) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the public, or semi-public places within the district.

(d) To levy and collect the assessments which are provided for in this Declaration.

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

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

(b) To manage and control as trustee for its members all public improvements upon and to the land in the district, or improvements in public places, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which the land within the district is located.

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

(d) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the district neat in appearance and in good order.

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

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

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

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

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

(j) To exercise control over such easements as it may acquire from time to time.

SECTION 7. METHOD OF PROVIDING GENERAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all lots owned by Class A members upon which a dwelling has been erected and lying within the boundaries of the district shall be subject to an annual assessment which may be levied by the Association from year to

year and shall be paid to the Association annually or at such other times as the Association may determine in advance by the respective Class A member-owners of the said assessable land subject thereto, which said assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of Seven Hills which are then owned by Class A members and upon which dwellings have been erected together with such other lots as may from time to time be added to the said district as herein provided and are then owned by said Class A members and upon which dwellings have been erected. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment not exceeding One Hundred Eighty (\$180.00) Dollars for each lot owned by a Class A member upon which a dwelling has been erected and adjacent and touching upon the lake (common property) and One Hundred Fifty (\$150.00) Dollars for each lot then owned by a Class A member and upon which a dwelling has been erected and is within the district as now or hereafter established; provided, however, that in respect to the year in which a dwelling is constructed on any certain lot covered by this Declaration, the assessment for the said year shall be pro-rated on the basis of the date of occupancy of said dwelling by the said Class A member.

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

sixty percent (60%) of the members present at such meeting authorize such an increase by an affirmative vote therefor.

(3) Unless the increases provided for in paragraph (2) of this Section 7 are specifically limited by the resolutions in which they are contained, to be for a specified period, they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of paragraph (4) of this Section 7 and in either such event the rescision shall be effective commencing on the first day of the next succeeding year.

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

(5) Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (2) or Paragraph (4) of this Section 7 for increasing or decreasing the permissible maximum amount of the annual assessment, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

(6) The first assessment shall be for the calendar year beginning January 1, 1978, and it shall be fixed and levied prior to December 1, 1977, and shall be payable on January 1, 1978, and on January 1st of each year thereafter. It will be the duty of the Association to notify all owners of assessable lots whose address is listed with the Association on or before that date, giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Trustee shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a pro-rata basis for the period of time ending December 31, 1977. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

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

notices are required.

(8) The owner of each lot subject to the assessment as herein provided in subparagraph (1) of this Section 7 shall by acceptance of a Deed to such lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such lots in accordance herewith, and said Association is hereby granted the power to proceed against such owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

SECTION 8. LIEN ON REAL ESTATE

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

(2) Within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed,

the Association shall be entitled to collect from the owner or owners of the property described therein a fee of Two (\$2.00) Dollars, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(3) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

SECTION 9. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

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

SECTION 10. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the district as it may exist from time to time, insofar as the addresses of such owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments

shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the owners of the land in the district, insofar as their addresses are listed with the Association, of the new address.

SECTION 11. TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment in writing of its rights as temporary Trustee. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges reserved by it in this Section 11, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights at any time or times, in the same way and manner as though directly reserved by them or it, in this instrument.

SECTION 12. TO OBSERVE ALL LAWS

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

SECTION 13. AMENDMENT

By written consent of the owners of three-fourths (3/4) of the lots within the district as then constituted, evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended, provided, however, that no right to exceed the maximum annual assessment herein provided for may be given.

SECTION 14. HOW TERMINATED

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the owners of three-fourths (3/4) of the area then subject thereto, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

SECTION 15. LAKE AND RECREATIONAL FACILITIES

The Developer intends to convey to the Association certain recreational facilities, consisting of a lake of approximately eight (8) acres and certain other land for a tennis court site or park, which shall be used exclusively for the use and benefit of the members of the Association, their families and guests. The said lake and recreational facilities as presently described on the recorded plat shall be subject to such rules, regulations, limitations, and requirements as are contained in the Declaration of Restrictions to Seven Hills under Document No. 1131585, recorded in Book 1263 at Page 1 in the office of the Register of Deeds of Johnson County, Kansas, on September 28, 1977. The level of the lake existing at the execution of this Declaration shall be preserved and maintained and the use of any surface water accumulated in said lake boundaries above the presently existing level may be used by the Developer, its successors and assigns, for the future use and benefit of any golf course or park which might be created on adjacent land. The recreational facilities,

including the lake and tennis court sites, shall be conveyed to the Association without cost, and thereafter all expenses of maintenance and any and all liabilities in connection therewith shall be borne by the Association, and the Developer shall thereafter be free of any responsibility, liability or expense in connection therewith. The foregoing shall inure to the benefit and be applicable to any other land and lots to be platted and developed thereon, which shall be added to those described herein as referred to in the definition of the term "district" hereinabove.

SECTION 16. COVENANTS RUNNING WITH THE LAND

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

IN WITNESS WHEREOF, the Developer, by authority of its Board of Directors, has caused these presents to be executed by its President and to be attested by its Secretary and its corporate seal to be hereto affixed this 27th day of September, 1977.



Robert L. Jackson
Robert L. Jackson, Secretary

SEVEN HILLS DEVELOPMENT CO.

By *H. K. Gilliland*
H. K. Gilliland, President

STATE OF KANSAS)
 (SS
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 27th day of September, 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. K. Gilliland, President of the Seven Hills Development Co., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Robert L. Jackson, Secretary of said corporation, who

are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Notary Public