

RECORDS

OFFICE OF THE REGISTER OF DEEDS
STATE OF KANSAS

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DECLARATION OF RESTRICTIONS MARGARET S. JOHNSON
REGISTER OF DEEDS
TO
SEVEN HILLS

WHEREAS, SEVEN HILLS DEVELOPMENT CO., a Kansas corporation, (hereinafter referred to as "Developer"), filed with the Register of Deeds of Johnson County, Kansas, at Olathe, plats of the subdivision known as SEVEN HILLS, a subdivision in Johnson County, Kansas, as Document No. 1112821 appearing in Book 42 of Plats at Page 13, on June 17, 1977, and Document No. 1118600 appearing in Book 42 of Plats at Page 29, on July 28, 1977, said plats having been previously approved by the Cities of Lenexa and Shawnee, Kansas; and

WHEREAS, said plats create said Seven Hills Subdivision, composed of the following described lots and tracts in said subdivision, to-wit:

Lots 1 through 12, inclusive, Block 1; Lots 7 through 13, inclusive, Block 2; Lots 5 through 13, 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 23, Block 3; Lots 1 through 10, inclusive, and Lots 18 through 31, inclusive, Block 4; and Lots 7 through 58, inclusive, Block 5, all in Seven Hills First Plat, a subdivision of land in the City of Shawnee, Johnson County, Kansas; and

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

WHEREAS, Developer is the owner of all of the lots so shown on the aforesaid plats and now desires to place certain restrictions on all of said lots, all of which restrictions shall be for the use and benefit of Developer as the present owner thereof and for its future grantees and assigns,

NOW, THEREFORE, in consideration of the premises the Developer for itself and its successors and assigns, and for its future grantees, hereby agrees

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that all of the lots shown on the above-described plats shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

For the purpose of these restrictions, the word "Developer" shall mean Seven Hills Development Co.

The word "street" shall mean any street, road, drive, or avenue of whatever name, as shown on said plats at Seven Hills.

The word "outbuilding" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "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 part or parts of one or more lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer, or from its successors and assigns. A corner lot shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one contiguous to it.

PERSONS BOUND BY THESE RESTRICTIONS:

All persons and corporations who may own or shall hereafter acquire any interest in the above-described lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2002, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION I. USE OF LAND

None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be created thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for

occupancy by a single family. No business outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood provided, always, however, that the Developer reserves the right to maintain a residential real estate sales office upon any of the hereto restricted lots owned by it for the purpose of promoting, advertising for sale, showing, and selling lots, either improved or unimproved, within Seven Hills.

SECTION II. REQUIRED HEIGHT OF RESIDENCES

Any residence erected on any of the lots hereby restricted shall not be more than two (2) stories in height, provided, however, that a residence more than two (2) stories in height may be erected thereon with the consent in writing of the Developer.

SECTION III. FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on any corner lot, or any part or parts thereof, shall front or present a good frontage on the street or streets designated by the Developer, in its deed to said lot or part thereof.

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot, contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on the street or streets designated by the Developer, shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

SECTION IV. SETBACK OF RESIDENCES FROM STREET

(a) No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted, nearer to the front street or the side street than is the front building or the side building line shown on said plats of Seven Hills, on the lot or lots on which such residence

may be erected, provided, however, that the Developer shall have, and does hereby reserve the right in the sale and conveyance of any of said lots, to change any building line shown thereon, and may at any time with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plats, on any such lot or lots, or which may in such sale and conveyance be established by it; provided, however, that no fences or walls in any event more than two (2) feet high may be erected nearer the front street than the front building line of the house as erected, nor nearer the side street than the side building line of the house as erected.

(b) Those parts of the residence which may project to the front of and be nearer to the front street and the side streets than the front building lines and the side building lines shown on said plats, and the distance which each may project are as follows:

(1) Window Projections: Bay, bow, or oriel, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet.

(2) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four (4) feet.

(3) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet.

(4) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed six (6) feet; on corner lots unenclosed, covered porches, balconies and porte cocheres may project beyond the side building lines not to exceed six (6) feet.

(5) Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed three (3) feet.

SECTION V. REQUIRED SIZE OF RESIDENCE

Any residence erected on any lot in Seven Hills shall contain a minimum of one thousand eight hundred (1,800) square feet of enclosed floor area, and any residence one and one-half (1 1/2) stories or two (2) stories in height erected on any of said lots, shall contain a minimum of one thousand two (1,200) square feet on such enclosed floor area on the first floor thereof.

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

The Developer reserves the absolute and incontrovertible right to determine whether the enclosed floor area of any split-level or bi-level residence (as distinguished from traditional one and one-half (1 1/2) or two (2) story residences), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder, and such determination shall be final. The Developer hereby also reserves the right to reduce any of the enclosed floor area requirements set forth above.

SECTION VI. FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, ellis, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section IV, erected or maintained on any of the lots hereby restricted or on any part or parts thereof, as shown on the aforesaid plats, shall not occupy more than eighty percent (80%)

of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plats, or as established by the Developer in the conveyance of any lot, or on such front building line produced to the side lines of the lots, whichever line is of greater length, without the approval in writing of the Developer.

SECTION VII. RIGHT TO APPROVE PLANS

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Developer or its successor. The rights to approve plans as aforesaid shall be vested in an "Architectural Control Committee" which is hereby declared to be the Developer or its successors and assigns. For these purposes, as well as for the purpose of enforcing all other rights and restrictions herein contained, the Developer may transfer said rights to a Home Association to be formed for said subdivision, the same to be composed of the owners of all lots in said subdivision. If said authority to approve plans, as well as to otherwise enforce the provisions of these restrictions, is not sooner assigned or relegated by the Developer to approve plans and make other approvals as herein described, it shall, in any event, cease when Developer has sold all lots within said subdivision.

Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Four (4) exterior elevations delineating front elevation, back elevation, and both side elevations.
- (b) A site plan of the house as it will sit on the lot.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.

(e) A landscape plan showing proposed planting for the yard.

(f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its successor as the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors and assigns, shall have, and do hereby reserve, the right to determine the location of all buildings upon the respective lot or lots, except as it may be restricted in the making of such determination by the provisions of Sections IV and VI herein, and the relocation of the top of the foundation thereof to the street level.

SECTION VIII. MAINTAINING SIGHT DISTANCE

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

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

SECTION IX. REQUIRED BUILDING MATERIALS

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, masonite, or a combination thereof. Manufactured stone and lava rock for exterior walls is prohibited. Windows, doors and louvers shall be of wood or colored metal and glass. Roofs shall be covered with wood shingles, wood shakes, slate or tile. Any building projects which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Architectural Control Committee. All wood and masonite exteriors, except roofs and shake shingle walls shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Architectural Control Committee.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months. Any owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee, be assessed a fine of from One (\$1.00) Dollar to One Hundred (\$100.00) Dollars per day for every day the violation continues.

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

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

SECTION X. SODDED YARDS

The entire front, rear and side yards of every lot in Seven Hills and the unpaved portions of street easements contiguous thereto, shall be sodded with grass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for such original sodding without the consent in writing of the Architectural Control Committee.

SECTION XI. OUTBUILDING PROHIBITED

No building or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

SECTION XII. FENCES, WALLS AND SHRUBS

No fence, wall, shrub or hedge shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without written approval as to material, design, shape, location, species and height by the Architectural Control Committee and said Architectural Control Committee shall have complete discretion with regard to such approval, provided, however, that said Architectural Control Committee shall not approve any fence, wall, hedge or shrub that violates Section VIII hereof. No fence shall be installed on lake lots except as respects patio areas but any plans therefor shall be subject to prior approval of the Architectural Control Committee.

SECTION XIII. ABOVE GROUND SWIMMING POOLS PROHIBITED

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

SECTION XIV. OIL TANKS PROHIBITED

No tank for the storage of fuel may be maintained above the surface of

the ground on any of the lots hereby restricted, without the consent in writing of the Architectural Control Committee.

SECTION XV. OUTSIDE ANTENNAS PROHIBITED

No radio or television antennas may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon.

SECTION XVI. RESTRICTIONS ON MAINTAINING PETS

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

SECTION XVII. BILLBOARDS PROHIBITED

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than two (2) advertising boards on each lot or tract as sold and conveyed, which advertising boards shall not be more than six (6) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected; and provided further, that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of said subdivision.

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

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the lots hereby restricted except that automotive repairs on a non-commercial basis and not

for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these restrictions.

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

SECTION XIX. AIR CONDITIONERS

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

SECTION XX. OFFENSIVE ACTIVITIES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood.

SECTION XXI. FOUNDATIONS

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.

SECTION XXII. MISCELLANEOUS PROVISIONS

(a) Garage Doors: All doors on garages located on the lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.

(b) Exterior Clothes Lines and Poles: No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.

(c) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.

(d) Garage, Porch or Basement Sales: No garage, porch or basement sales may be conducted on any of the lots hereby restricted without the prior consent in writing from the Developer, its grantees or assigns.

(e) Dogs Running at Large: Dogs shall be confined. No dog shall be allowed to run at large on the property hereby restricted.

(f) Exterior Basketball Goals: No exterior basketball goals shall be erected or maintained on any of the lots hereby restricted, without prior consent in writing by the Architectural Control Committee.

SECTION XXIII. YARD LIGHTS REQUIRED

No residence upon any of the lots hereby restricted shall be occupied until a yard light has been erected and installed in the front of each such residence. The Architectural Control Committee shall have complete discretion in regard to the size of said light, its design and location upon each lot and must approve in writing said design, size and location of each yard light proposed to be used. All yard lights shall be powered by electricity and shall be controlled by a photo-electric cell which automatically turns said lights on at dusk and off at twilight, and said yard lights shall be maintained by the respective owners of the lots hereby restricted, said maintenance to include replacement of bulbs, repair or replacement of photo-electric cells, repair or replacement of wiring or the fixture itself as and when required so as to be continually and completely operational. The Architectural Control Committee shall have the authority to suspend this requirement in the event it determines that local or national energy shortages make desirable such suspension.

SECTION XXIV. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of Seven Hills. The

Developer or its successor, the Homes Association, shall have the right to enter upon the utility easement around the shore line of the lake for purposes of maintaining the shore line and lake.

SECTION XXV. DURATION OF RESTRICTIONS

Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 31, 2002, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than fifty percent (50%) of the front feet of all of the lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on December 31, 2002, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to December 31, 2002, or at least ten (10) days prior to the expiration of any successive five (5) year period after December 31, 2002.

SECTION XXVI. RIGHT TO ENFORCE

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

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

SECTION XXVII. ADDITION OF OTHER LAND

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

SECTION XXVIII. COMMON PROPERTIES

(a) Developer and its grantees, as owners of lots in the within subdivision, shall have the right and easement of enjoyment in and to all of the common properties shown on the plats and as herein described.

(b) Title to Common Properties: Developer may retain the legal title to the common properties until such time as in the opinion of the Developer a Home Association for said subdivision is formed and is able to maintain the

same but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the common properties subject to utility easements and to reservation not later than the time when the Developer or its successor has sold all of the lots in the subdivision. The Association shall accept the conveyance of such common property.

(c) Lake, Recreation and Park Area: The area designated as "Common Area" on the plat of Seven Hills on file with the Register of Deeds, Johnson County, Kansas, consisting of a lake, recreation and park area, shall be common area to the above described plat of Seven Hills. The Developer hereby covenants that this designated area is for the use and benefit of the owners within the above plat of Seven Hills as well as other phases of this subdivision to be added at a future time and such lake area shall be conveyed to the Homes Association.

(d) Easements on Common Area: The right and easements of enjoyment created hereby as to the common property shall be subject to the right of the Developer and of the Homes Association to assign or convey sewage, water, drainage and other utility easements over, through or under all or any part of such common properties.

(e) Rules and Regulations Pertaining to the Lake and Other Common Area: The following rules, regulations, and restrictions shall apply to the lake and other common area such as may be applicable.

- (1) No structure shall be built into or over the lake.
- (2) No automobile shall be allowed on the dam.
- (3) Fishing for non-lakeowners shall be confined to boats or the dam.
- (4) All boats must bear some kind of light if on the lake after dark.
- (5) Any legal size fish taken shall be removed and not thrown back into the lake. There shall be no cleaning of fish at the lake area.
- (6) Boats are limited to canoes, rowboats and small sailboats. Motors of any type are prohibited.

(7) Access to the lake for those not having lake lots shall be confined to the designated common area. No person is permitted on the shore (except for designated common area) without the owner's permission of the particular lot.

(8) No refuse shall be discarded in or about the lake property.

(9) No rafts or docks are permitted to be built on the lake. No rafts may be moored in the lake.

(10) Boats shall not be left in the water unattended.

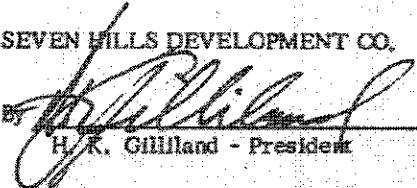
(11) Boats belonging to owners of other than lake lots are not to be left at the lake or launch area unattended or beached on private property.

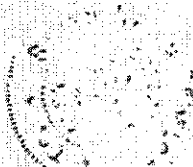
(12) The Developer or its successor, the Association, shall have access to the shore line for maintenance of the lake.

(13) The Developer or its successor, the Association, shall have the right to make additional rules and regulations pertaining to the use of the lake or other common property.

IN WITNESS WHEREOF, Seven Hills Development Co., by authority of its Board of Directors, has caused these presents to be executed by its President and its corporate seal to be hereto affixed this 27th day of September, 1977.

SEVEN HILLS DEVELOPMENT CO.


H. K. Gilliland - President



ATTEST:



Robert L. Jackson - Secretary

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 said County and State, came

H. K. Gilliland, President of Seven Hills Development Co., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State 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

My commission expires:

My Appointment Expires July 23, 1971

