

BUCKINGHAM ESTATES
HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 12th day of November, 1988, by STURGEON & TAYLOR INVESTMENT CO., INC., a Kansas corporation:

WITNESSETH;

WHEREAS, Sturgeon & Taylor Investment Co., Inc. has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "Buckingham Estates" and

WHEREAS, such plat creates the subdivision of Buckingham Estates, composed of the following described lots therein, to wit:

Lots 1 through 33 of Buckingham Estates, a subdivision in the city of Overland Park, Johnson County, Kansas, according to the recorded plat thereof; and

WHEREAS Sturgeon & Taylor Investment Co., Inc., as the owner of the above-described lots and tract, desires to create and maintain a high-class residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises, Sturgeon & Taylor Investment Co., Inc., for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I. DEFINITION OF TERMS.

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

(a) The term "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed.

(b) The term "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments and other similar ornamental areas and related utilities and landscaping constructed or installed by the Developer at or near the entrance of any street, (iv) the Private Park, and (v) all other areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment thereof is intended for all of the Owners within the District, whether or not any "Common Area" is located on any lot.

(c) The term "Developer" shall mean and refer to Sturgeon & Taylor Investment Co., Inc., a Kansas corporation, and its successors and assigns.

(d) The term "District" shall mean all of the above-described lots in Buckingham Estates, all Common Areas, and all additional property which hereafter may be subject hereto in the manner provided herein.

(e) The term "Homes Association" shall mean Buckingham Estates Homes Association, a Kansas not-for-profit corporation to be formed by the Developer.

(f) (1) The word "Lot" shall mean any Lot as platted or any combination of Lots or parts of Lots that may be used as a building site.

(2) The term "Corner Lot" shall be deemed to be any such Lot as platted having more than one street contiguous to it.

(3) The term "Improved Lot" shall mean any building site upon which a residence has been constructed.

(g) The word "Outbuilding" shall mean any enclosed, covered structure not directly attached to the residence to which it is appurtenant.

(h) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(i) The word "Street" shall mean any street, avenue, drive or road of whatsoever name, which is shown on the said recorded plat of Buckingham Estates and which has been heretofore dedicated to the public for the purpose of a public road, street, avenue or drive.

ARTICLE II. HOMES ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT.

Membership in the Homes Association shall be limited to the Owners of Lots within the District and every such Owner shall be a member. The Homes Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot; however, the Developer shall have the right to elect the entire Board of Directors of this Homes Association until such time as the Developer files the Certificate of Substantial Completion.

ARTICLE III. POWERS AND DUTIES OF THE HOMES ASSOCIATION: RESPONSIBILITY FOR PRIVATE PARK

1. In addition to the powers granted by other portions of this Declaration or By-Laws, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purpose of this Declaration, including, without limitations:

(a) To enforce, in its own name, any and all building or use restrictions which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth. The expense and cost of any such enforcement proceedings by the Homes Association shall be paid out of the general fund of the Homes Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building or use restrictions in his own name.

(b) To exercise control over all Common Areas.

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

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

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

(f) To engage the services of a management company or other person or entity to carry out and perform the functions and powers of the Homes Association, including, without limitation, keeping of books and records and maintenance of landscaping, Common Areas, and streets.

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

(h) To exercise any architectural and aesthetic control and authority given and assigned to it in the Declaration or in any other deed, declaration, contract or plat relating to all or any part of the District.

(i) To make such reasonable rules and regulations and to provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions and purposes of this Declaration.

(j) To exercise such other powers as may be set forth in the Articles of Incorporation or By-Laws of the Homes Association.

2. In addition to the duties required by other portions of this Declaration or By-Law, the Homes Association shall have the following duties and obligations with respect to the Private Park:

(a) The Homes Association shall be responsible for the proper maintenance of the Private Park, including, without limitation, the maintenance of landscaping and of any improvements erected in the Private Park and correcting the effects of material detrimental erosion and/or other damage caused by the flow of water through the Private Park.

(b) The Homes Association shall enter into an agreement(s) with the Developer and with the homes associations of any other subdivision where the owners of lots therein are entitled to use the Private Park as a common area, regarding the sharing on a reasonable basis of the expense of properly maintaining the Private Park.

(c) The Homes Association shall defend, indemnify and hold harmless the City of Overland Park, Kansas, its Mayor, members of the City Council and the employees and agents of the City from and against any loss, liability, damages, costs or expenses (including reasonable attorneys' fees) that may be incurred or suffered by any of them in connection with any claims that may be asserted against any of them as a result of or in connection with the Private Park. The Homes Association shall promptly reimburse the City of Overland Park, Kansas for any public funds that the City may expend with respect to maintenance or improvement of the Private Park in the event the Homes Association fails to maintain the Private Park in accordance with this Declaration.

ARTICLE IV. METHOD OF PROVIDING GENERAL FUNDS.

1. For the purpose of providing a general fund to enable the Homes Association to exercise the powers, maintain the improvements and render the services provided for herein, including without limitation, all Improved Lots in the District, other than Lots then owned by the Developer, shall be subject to an annual assessment to be paid to the Homes Association by the respective owners thereof. The amount of such annual assessment shall be fixed periodically by the Homes Association and, until further action of the Homes Association, shall be seventy-five dollars (\$75.00) per year.

2. The annual assessment upon each Improved Lot in the District may be increased or decreased (i) by the Board of Directors of the Homes Association from time to time but not increased more than 10% of the annual assessment in effect on the preceeding January 1st, or (ii) at a meeting of the members specially called for that purpose and of which advance notice is given and if a majority of the members present at such meeting authorize such increase or decrease by an affirmative vote therefore; (iii) provided however, in any event that the annual assessment may not be decreased below an amount that is necessary to permit the Homes Association to perform its duties.

3. The annual assessments provided for herein shall be based upon the calendar year and shall be due and payable on January 1st of each year; provided, however, that the first assessment for each Improved Lot shall be due and payable at the time of occupancy and shall be prorated as of the date thereof. If the effective date of any increase in the rate of annual assessment is other than a January 1st, a prorata portion of the amount of such increase shall be due and payable on such effective date.

ARTICLE V. LIEN ON REAL ESTATE.

1. The annual assessment shall become a lien on the Lot against which it is levied as soon as it is due and payable as set forth above. In the event of the failure of any Owner to pay any annual assessment within 30 days of the due date thereof, then such assessment shall bear interest at the rate of 10% per annum from the due date until paid. Should it become necessary to engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorney's fees, shall be added to the amount of the assessment being collected and the lien on the Lot.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot.

3. Nonpayment of any assessment provided for herein within 60 days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Johnson County, Kansas having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the office of the Register of Deeds of Johnson County, Kansas whenever any assessment is delinquent. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$25.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

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

ARTICLE VI. SPECIAL ASSESSMENTS.

In addition to the annual assessments provided for herein, the Board of Directors of the Homes Association shall have the authority to levy from time to time a special Assessment against any Lot and its Owner to the extent the Homes Association expends any money to correct, eliminate or enforce any breach by such Owner of any agreement, reservation, or restriction contained in any deed, declaration, contract or plat covering such Lot or to maintain or repair any Lot or improvement thereon because of the willful or negligent act of the Owner of the Lot or his family, guests or invitees in an amount in excess of the reserve created therefor. Such special assessment shall be due and payable, and become a lien on such Lot, upon notice to such Owner of the assessment. Interest at the rate of 10% per annum shall accrue from the date due until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

ARTICLE VII. LIMITATION ON EXPENDITURES.

Except for its duties involving the Private Park the Homes Association shall at no time expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus which it may have on hand from prior years, plus any reserves it may have created and maintained for a given purpose; nor shall the Homes Association have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years.

ARTICLE VIII. COMMON AREAS.

1. The Developer covenants and agrees to convey title to or its interest in the Common Areas (except any part thereof that is within any Lot) to the Homes Association, without cost to the Homes Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion.

2. Prior to such conveyance, the expenses of maintenance of the Common Areas shall be divided between the Developer and the Homes Association as they may agree from time to time. After such conveyance, all expenses of maintenance of the Common Areas and any and all liabilities in connection therewith shall be borne by the Homes Association, and the Developer shall be relieved forever of any responsibility, liability or expense in connection therewith.

3. The Developer shall retain title to the Private Park until Certificates of Substantial Completion have been filed for all subdivisions for which the Private Park is or is to be a Common Area. Prior to such date, Developer shall cause the various affected homes associations to enter into an agreement among themselves and Developer establishing a cost sharing arrangement for the proper maintenance of the Private Park, including, without limitation, maintaining landscaping and any improvements erected in the Private Park and correcting the effects of material detrimental erosion and/or other damage caused by the flow of water through the Private Park. Within one month after the filing of Certificates of Substantial Completion for all affected subdivisions, Developer shall transfer title to the Private Park to the various homes associations as tenants in common, and at such time Developer's obligation pursuant to the maintenance agreement shall terminate.

4. With regard to the provisions contained in this Declaration relating to the Private Park, Developer and the City of Overland Park, Kansas shall be deemed third party beneficiaries, with a continuing right to enforce all agreements, restrictions, obligations, assessments, and other provisions regarding the Private Park. Such right shall survive the transfer of title to the Private Park from the Developer to the Homes Association.

5. Upon the written request of the City of Overland Park, Kansas, the Homes Association shall dedicate its interest in the

Private Park to the City of Overland Park, Kansas for use as a public park. Such dedication shall be effected without charge to the City other than the market value of any improvements transferred.

ARTICLE IX. NOTICES.

1. At least fourteen (14) days prior to any meeting of the Homes Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Homes Association.
2. The Homes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Homes Association may be transacted.
3. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Homes Association for such person.

ARTICLE X. EXTENSION OF DISTRICT.

The Developer shall have, and expressly reserves the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration of agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof, provided, however, that such declaration of agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

ARTICLE XI. OBSERVANCE OF ALL LAWS.

The Homes Association shall at all times observe all applicable state, county, city or other laws or regulations and, if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provisions shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

ARTICLE XII. AMMENDMENT AND TERMINATION.

This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners of two-thirds of the Lots within the District as then constituted and (b) if prior to the recording of the Certificate of Substantial Completion, by the Developer.

ARTICLE XIII. ASSIGNMENT OF DEVELOPER'S RIGHTS.

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

ARTICLE XIV. RELEASE OF CITY OF OVERLAND PARK.

The City of Overland Park, Kansas is hereby released from any and all liability for any damages that may be caused at any time to any real or personal property, including, without limitation, any Lot, residence or other improvement, or the Private Park or any other Common Area, resulting from or related to, directly or indirectly, the grant by the City to the Developer of a variance from Chapter 15.08 of the Overland Park Municipal Code relating to the creek in the Private Park or otherwise acting or failing to act with respect to the maintenance of the Private Park or with respect to permitting public storm water to enter the Private Park. The City of Overland Park is hereby further released from any and all obligations to expend any public funds or take any other action to maintain or improve the Private Park.

ARTICLE XV. COVENANTS RUNNING WITH THE LAND.

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the District shall come.

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

STURGLON & TAYLOR INVESTMENT CO., INC.
a Kansas corporation

By Ralph O. Taylor, Jr.
Ralph O. Taylor, Jr., President

ATTEST:
Robert W. Roth
Robert W. Roth, Secretary

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 17th day of November, 1985 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Ralph O. Taylor, Jr., President of STURGEON & TAYLOR INVESTMENT CO., INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Robert W. Roth, 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 executing of the same to be the act and deed of said corporation.

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

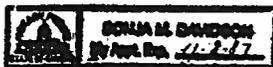
Clare T. Linton
Notary Public

My Commission Expires

11-8-87

STATE OF KANSAS 1985
COUNTY OF JOHNSON
FILED

1985 NOV 19 P 2:17.0



H. M. SCOTT
REGISTER OF DEEDS

BY

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STURGEON & TAYLOR INVESTMENT CO., INC.

DECLARATION OF RESTRICTIONS
DATED November 12, 1985

BUCKINGHAM ESTATES, A subdivision
of land in the City of Overland Park,
Johnson County, Kansas

THIS DECLARATION, made on this 12th day of November,
1985, by STURGEON & TAYLOR INVESTMENT CO., INC., a Kansas corporation.

WITNESSETH THAT:

WHEREAS, STURGEON & TAYLOR INVESTMENT CO., INC. is the owner of
the fee simple title or reserves the right to restrict in the manner
hereinafter provided all of the following described land being
situated in the City of Overland Park, County of Johnson, State of
Kansas, to-wit:

Lots 1 through 33 of Buckingham Estates, a subdivision
in the City of Overland Park, Johnson County, Kansas,
according to the recorded plat thereof; and

WHEREAS, STURGEON & TAYLOR INVESTMENT CO., INC. desires that
the land above described shall be developed and used as a high-
class residential district.

NOW, THEREFORE, in consideration of the premises and to the end
that said STURGEON & TAYLOR INVESTMENT CO., INC., its successors and
assigns, and its future grantees, its heirs, successors and assigns
and each of them may be protected and assured that the above-des-
cribed land will be used for residence purpose only, said STURGEON
& TAYLOR INVESTMENT CO., INC. does hereby agree and declare that all
of the land above described shall be and the same is hereby restricted
as to its use in the manner hereinafter set forth:

Section 1. DEFINITIONS

(a) The term "Certificate of Substantial Completion" shall mean
a certificate executed, acknowledged and recorded by the Developer
stating that all of the Lots in the District (as then composed or
contemplated by the Developer) have been sold by the Developer and
the residences to be constructed thereon are substantially completed.

(b) The term "Common Areas" shall mean (i) street right-of-ways,
(ii) streets and street islands, (iii) gateways, entrances, monuments
and other similar ornamental areas and related utilities and land-
scaping constructed or installed by the Developer at or near the
entrance of any street, (iv) the Private Park, and (v) all other
areas and places, together with all improvements thereon and thereto,
the use, benefit or enjoyment thereof is intended for all of the
Owners within the District, whether or not any "Common Area" is
located on any Lot.

(c) The term "Developer" shall mean and refer to Sturgeon &
Taylor Investment Co., Inc., a Kansas corporation, and its
successors and assigns.

(d) The term "District" shall mean all of the above-described
Lots in Buckingham Estates, all Common Areas, and all additional
property which hereafter may be made subject hereto in the manner
provided herein.

(e) The term "Homes Association" shall mean Buckingham Estates
Homes Association, a Kansas not-for-profit corporation to be formed
by the Developer.

(f) (1) The word "Lot" shall mean any Lot as platted or any combination of Lots or parts of Lots that may be used as a building site.

(2) The term "Corner Lot" shall be deemed to be any such Lot as platted having more than one street contiguous to it.

(3) The term "Improved Lot" shall mean any building site upon which a residence has been constructed.

(g) The word "Outbuilding" shall mean any enclosed, covered structure not directly attached to the residence to which it is appurtenant.

(h) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(i) The word "Street" shall mean any street, avenue, drive or road of whatsoever name, which is shown on the said recorded plat of Buckingham Estates and which has been heretofore dedicated to the public for the purpose of a public road, street, avenue or drive.

Section 2. BUILDING MATERIALS REQUIREMENTS

Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes, slate, or tile. Flat roofs, or roofs with a pitch of less than three inches per foot, shall be covered with tin, built up asphalt, wood shingles, wood shakes, asbestos shingles, slate or tile as approved by the Architectural Control Committee. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the house or covered with siding compatible with the structure.

Section 3. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three (3) cars, except as herein stated.

Section 4. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures and as to location only with respect to the approved Development Plan.

The Architectural Control Committee is composed of Ralph O. Taylor, Jr., 6909 Nall Avenue, Prairie Village, Kansas; Robert W. Roth, 5016 Reinhardt Drive, Roeland Park, Kansas; R. Bradley Taylor, 14701 Village Drive, Olathe, Kansas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

This committee's approval or disapproval as required in these covenants shall be by rubber stamp noting "Plans Approved" placed on the back of the Front Elevation drawing and upon the Plot Plan. In the event the committee or its designated representative fails to approve or disapprove within 30 days after Construction Plans and Plot Plan have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 5. DWELLING COST, QUALITY AND SIZE

The size, cost and quality of dwellings shall conform in all cases to the Zoning Regulations and Building Code of the City of Overland Park, Kansas and shall be acceptable to the Architectural Control Committee. Approval by the Architectural Control Committee shall be deemed to be approval for this Section of these Restrictions and no residence shall be constructed upon any Lot in the District unless it has a total finished floor area of not less than 1700 square feet for a one-story residence and not less than 2000 square feet for a two-story residence. All floor areas shall be determined exclusive of any porches, garages, attics and basements areas, whether finished or unfinished. The Architectural Control Committee has the right to reduce the floor area requirements set forth above provided the total reduction for any one residence may not exceed 10% of such minimum for such residence.

Section 6. RESIDENCE LOCATION AND FRONTAGE

The location and situation of a residence on the lot shall be approved by the Architectural Control Committee.

For the purpose of this covenant, eaves, steps, balconies, cornices and open porches shall not be considered as a part of a residence, provided, however, that this shall not be construed to permit any portion of a residence on a lot to encroach upon another lot.

Section 7. VARIANCES AND ENCROACHMENTS

Any of the provisions of these restrictions pertaining to construction of a residence upon any lot may be waived or a variance permitted. Such waiver or variance shall be by written instrument duly recorded with the Register of Deeds of Johnson County, Kansas applicable only to the particular lot and executed by STURGEON & TAYLOR INVESTMENT CO., INC., or its designee.

Section 8. LANDSCAPING AND LAWNS

At the time of construction of each residential building, the Owner shall landscape the lot to the same standards as that generally prevailing throughout the District and in accordance with the plans approved by the Developer. Prior to occupancy, all lawns, including all areas between each residential building and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded with bluegrass or shall be planted with zoysia strips no more than 12 inches apart, or six inches apart if zoysia plugs, except in such areas designated by the Developer to be left as natural area. The Owner of each Lot at all times shall keep his lawn, including areas between his residence and any adjacent street, fully sodded with bluegrass or planted with zoysia strips or plugs, and keep such lawn uniformly mowed and clipped with the length of grass not to exceed four inches. Foundation plantings are required for any portion of a residence which is exposed to a street. Such plantings must be approved by the Architectural Control Committee.

Each lot shall have 2 medium shade trees, except for corner lots which shall have four trees. One of these required trees will be planted in the rear of each lot. Trees shall be no less than two inches in diameter, measured six inches from grade.

Section 9. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as later reserved and recorded.

Section 10. NUISANCES

No radio or television transmitting or receiving antenna or device may be erected or maintained outside any residence on any Lot, whether affixed to the exterior of the residence or erected or maintained separately therefrom, and no owner, tenant or occupant of any Lot shall park or suffer or permit to be parked any truck, trailer, camper, van, mobile home or boat upon or adjacent to any Lot, EXCEPT for the time needed to make deliveries to load and unload; or such time as may be incidental to the repair, construction, or alteration of the improvements upon any Lot, without the approval of the Architectural Control Committee. PROVIDED, this restriction shall not apply to passenger cars or station wagons, nor shall it apply to boats, trailers, trucks, campers, vans, mobile homes and motorcycles parked in a garage or generally out of view.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 11. OUTBUILDINGS

No detached garage or outbuilding of any kind or character may be erected on any of the Lots hereby restricted without the written consent of the Architectural Control Committee.

Section 12. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 13. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one square foot indicating a permitted home occupation, one sign of not more than eight square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Nothing in this section shall be construed to in any way prevent the Owner and/or Developer to erect signs advertising and naming the subdivision and the houses herein.

Section 14. FENCES

Any fence, hedge or boundary wall erected, kept or maintained around any of said lots or any part, or parts thereof, shall be in keeping with the design and architecture of the residence upon such lot. The fence shall be of ornamental nature and if of wooden material shall be painted or stained unless constructed of redwood or cedar left in a natural state. Chicken wire or farm woven wire fences are prohibited. This is not intended to prohibit residential chain link fences.

Section 15. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other generally accepted household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 16. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators shall be kept in a clean and sanitary condition as shall other equipment for the storage of such material.

Nothing in this section shall be construed to apply any restriction on the Developer and/or Builder in handling its construction refuse.

Section 17. COMMON AREAS

(a) The Developer and its Successors, assigns, and grantees, as Owners of lots in the District, shall have the right and easement of enjoyment in and to all the Common Areas, but only for the intended use, and such easement shall be appurtenant to, and shall automatically pass with the Title to each lot.

(b) Developer covenants and agrees to convey title to or its interest in the Common Areas (except any part thereof that is within any lot) to the Homes Association, without any cost to the Homes Association, not later than one month after the developer has recorded the Certificate of Substantial Completion. Prior to such date, developer shall cause the Homes Association to enter into an agreement with the Developer establishing a cost sharing arrangement for the maintenance of such Common Areas.

(c) Developer shall retain title to the Private Park until Certificates of Substantial Completion have been filed for all subdivisions for which the Private Park is or is to be a common area. Prior to such date, Developer shall cause the various affected homes associations to enter into an agreement among themselves and Developer establishing a cost sharing arrangement for the proper maintenance of the Private Park, including, without limitation, the maintenance of the landscaping and of any improvements erected in the Private Park and correcting the effects of material detrimental erosion or other damage caused by the flow of water through the Private Park. Within one month after the filing of Certificates of Substantial Completion for all affected subdivisions, Developer shall transfer title to the Private Park to the various homes associations as tenants in common, and at such time Developer's obligation pursuant to the maintenance agreement shall terminate and be null and void.

(d) The right and easement of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area, as provided herein.

(e) No owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Developer until such time as interest in the Common Area is conveyed to the Homes Association. Thereafter, consent of the Homes Association is necessary.

Section 18. ASSIGNMENT OF DEVELOPER'S RIGHTS

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

Section 19. EXTENSION OF DISTRICT

The Developer shall have, and expressly reserves the right, from time to time to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such

land had been originally described herein and subjected to the provisions hereto; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

Section 20. WATER SUPPLY AND SEWAGE DISPOSAL

Neither individual water supply systems nor individual sewage disposal systems shall be permitted on any of the lots hereby restricted.

Section 21. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. However, a majority of the owners of the lots may at any time execute and record an amended Declaration of Restrictions changing said covenants in whole or in part.

Section 22. ENFORCEMENT

Either the owner or owners of any land hereby restricted or any association vested with the power of enforcing these restrictions, shall have the right to sue for and obtain injunctive or any other equitable or legal relief to prevent the breach of or to enforce the restrictions above set forth, and to recover damages for such violations.

Section 23. RELEASE OF CITY OF OVERLAND PARK

The City of Overland Park, Kansas is hereby released from any liability for any damages that may be caused at any time to any real property or personal property, including, without limitation, any Lot, residence or other improvement, or the Private Park or any other Common Area, resulting from or related to, directly or indirectly, the grant by the City to the Developers of a variance from Chapter 15.08 of the Overland Park Municipal Code relating to the creek in the Private Park or otherwise acting or failing to act with respect to the Private Park or the City's permitting public storm water to enter the Private Park. The City is further released from any obligations to expend any public funds or take any other action to maintain or improve the Private Park.

Section 24. CONTRADICTION TO CITY ORDINANCE

Nothing in these restrictions shall be construed to be in contradiction to City Ordinances and any conflict herein shall be governed by applicable City Ordinance.

Section 25. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the declarant has caused this instrument to be signed on its behalf by its president, thereunto duly authorized to do so, and to be attested by its secretary and has

caused its corporate seal to be hereunto affixed, on this 12th
day of November 1955.

STURGEON & TAYLOR INVESTMENT CO., INC.

By: Ralph O. Taylor, Jr.
Ralph O. Taylor, Jr. President

ATTEST:

Robert W. Roth
Robert W. Roth, Secretary

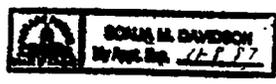
STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 12th day of November, 1955
before me, the undersigned a Notary Public in and for the County
and State aforesaid, came Ralph O. Taylor, Jr., President of
STURGEON & TAYLOR INVESTMENT CO., INC., a corporation duly organized,
incorporated and existing under and by virtue of the laws of Kansas
and Robert W. Roth, 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 executing of the same to be the act and deed
of said corporation.

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

George D. Davidson
Notary Public

My Commission Expires:
11-8-57



STATE OF KANSAS)
COUNTY OF JOHNSON)
FILED FOR RECORD

115 1955 NOV 19 P 2:47.5
JULIUS SCOTT
REG. STER OF DEEDS

BY _____

1741365 ✓

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

BUCKINGHAM ESTATES

1987 SEP 18 P 2:05 3

AMENDMENT TO DECLARATION OF RESTRICTIONS RUBIE M. SCOTT
REGISTER OF DEEDS

THIS AMENDMENT is made this 17th day of ~~August~~ ^{SEPTEMBER}, 1987, by STURGEON & TAYLOR INVESTMENT CO., INC., EDWARD B. THOMSON ENTERPRISES, INC. and DONALD W. and LINDA A. JULIAN, husband and wife.

1. The original Declaration of Restrictions for Buckingham Estates was recorded November 12, 1985, in Volume 2253, Page 435 through 441, Register of Deeds, Johnson County, Kansas. Subsequently the Restrictions were extended to Plat 2 and Plat 3 so that now the Restrictions cover all of Buckingham Estates, as follows:

Lots 1 through 120, BUCKINGHAM ESTATES, a subdivision in the City of Overland Park, Johnson County, Kansas.

2. The Restrictions provide that a majority of the owners may amend. The undersigned owners own approximately 77.5% of the lots within the above-described subdivision. The lot ownership of the undersigned is as follows:

Sturgeon & Taylor Investment Co., Inc.:

Lots 64-77, 79-93, 96, 100-103, 106-120

Edward B. Thomson Enterprises, Inc.:

Lots 2, 4, 6, 8, 12, 13, 24, 30, 33, 34, 37, 38, 45, 47, 49, 51, 56, 58, 60, 78, 94, 98, 99

Donald W. and Linda A. Julian:

Lots 1, 3, 5, 7, 14, 23, 41, 46, 50, 52, 53, 55, 57, 59, 61, 62, 63, 95, 97, 104, 105

3. Section 14 relating to "fences" is hereby amended to read as follows:

Section 14. FENCES

Any fence, hedge or boundary wall erected, kept or maintained around any of said lots or any part or parts thereof, shall be in keeping with the design and architecture of the residence upon such lot. The fence shall be of ornamental nature and if of wooden material shall be painted or stained unless constructed of redwood or cedar left in a natural state. Chicken wire or farm woven wire fences are prohibited. This is intended to prohibit residential chain link fences.

4. All other provisions of the Declaration of Restrictions shall remain the same.

STURGEON & TAYLOR INVESTMENT CO.,
INC.

By Robert W. Roth
Robert W. Roth, Vice President

*6-10
C. Roth*

EDWARD B. THOMSON ENTERPRISES, INC.

By Edward B. Thomson III
Edward B. Thomson, ~~III~~ President

Donald W. Julian
Donald W. Julian

Linda A. Julian
Linda A. Julian

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

BE IT REMEMBERED that on this 17 day of September, 1987, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Robert W. Roth, Vice President of Sturgeon & Taylor Investment Co., Inc., who is known to me to be the same person who executed the above and foregoing Amendment to Declaration of Restrictions, and acknowledged the execution of the same.

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

MICHELLE A. MANTOOTH
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 5/19/91

Michelle A. Mantooth
Notary Public
MICHELLE A. MANTOOTH

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

BE IT REMEMBERED that on this 17 day of September 1987, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Edward B. Thomson, Jr., president of Edward B. Thomson Enterprises, Inc., who is known to me to be the same person who executed the above and foregoing Amendment to Declaration of Restrictions, and acknowledged the execution of the same.

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

MICHELLE A. MANTOOTH
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 5/19/91

Michelle A. Mantooth
Notary Public
MICHELLE A. MANTOOTH

STATE OF KANSAS, COUNTY OF JOHNSON, SS:

BE IT REMEMBERED that on this 17 day of September 1987, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Donald W. Julian and Linda A. Julian, husband and wife, who are known to me to be the same persons who executed the above and foregoing Amendment to Declaration of Restrictions, and acknowledged the execution of the same.

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

MICHELLE A. MANTOOTH
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 5/19/91

Michelle A. Mantooth
Notary Public
MICHELLE A. MANTOOTH

1909801 ✓

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

1989 NOV 17 P 2:39.7

PETITION
October 23, 1989

SARA FULLMANN
REGISTER OF DEEDS

TO AMEND: the Declaration of Restrictions dated November 12, 1985
BY _____ CEP

BUCKINGHAM ESTATES, A subdivision of 3 plats totaling 120 lots of land in the City of Overland Park Johnson County, Kansas

Buckingham Estates, Lots 1 to 33
Buckingham Estates 2nd Plat Lots 34 through 63
Buckingham Estates, 3rd Plat Lots 64 through 120.

Section 10. NUISANCES

THE FOLLOWING SHALL BE ADDED TO THE BOTTOM OF NUISANCES:

None of the lots may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any lot. No trailer or outbuilding erected on any lot shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected on any of such Lots; provided however, that nowhere herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from erecting temporary buildings and using such temporary buildings or any residence for office, sales or storage purposes during the development of the subdivision.

Except as otherwise provided above, no building or structure of any sort shall be placed, erected or used for business, day care centers, pre school centers, professional, trade or commercial purposes on any lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence.

No garage sales, sample sales or similar activities shall be held within the District without the written consent of the Approving Party.

<i>[Signature]</i>	6013 W 123rd
<i>Bob & Betty Schofield</i>	12322 Beverly
<i>Jack & Ann Ellenquist</i>	12339 Beverly
<i>Jack & Ann Matson</i>	12341 Beverly
<i>Jim & Marybeth [?]</i>	12345 Beverly
<i>Steve & Sherry Blackie</i>	12349 Beverly
<i>Don & E. Cathy [?]</i>	12333 Beverly
<i>Bob & Betty [?]</i>	12349 W 124th
<i>Mr. Hardison</i>	6017 W 123rd