

SHANNON VALLEYHOMES ASSOCIATION
BY - LAWS and DECLARATION OF RESTRICTIONS AND
HOMES ASSOCIATION DECLARATION
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BY - LAWS

ARTICLE I Name and Location

1.1. Name.

The name of the corporation is Shannon Valley Homes Association.

1.2. Location.

The principal office shall be located at 7900 West 99th Street, Overland Park, Kansas 66212. There may be such other offices within the State of Kansas as from time to time authorized by the Board of Directors. Meetings of the members and directors shall be held at the principal office or such other place as the Board of Directors shall designate. Until the Board otherwise directs, the registered office shall be the same as the principal office.

ARTICLE II Definitions

2.1. "Association" shall mean and refer to Shannon Valley Homes Association, a not for profit corporation organized and existing under the laws of the State of Kansas, and its successors and assigns.

2.2. "Properties" shall mean and refer to that certain real property described in the Declaration, as defined in Paragraph 2.8 below, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

2.4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

2.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.6. "Declarant" shall mean and refer to Shannon Valley Developments, a joint venture existing under the laws of the State of Kansas, its successors and assigns.

2.7. "Restrictions" shall mean and refer to the Declaration of Restrictions dated August 18, 1977 and recorded August 18, 1977 in the Office of the Register of Dees, Johnson County, Kansas in Volume 1248 at Page 283 as amended by Amendment No. 1 dated March 15, 1979 and recorded March 28, 1979 in Volume 1442 at Page 979 as further amended by Amendment No. 2 dated June 20, 1979 and recorded June 26, 1979 in Volume 1476 at page 596 and any amendments thereto.

2.8. "Declaration" shall mean and refer to the homes Association Declaration of Shannon Valley Estates dated August 18, 1977 and recorded September 16, 1977 in the Office of the Register of Deeds, Johnson County, Kansas in Volume 1259 at Page 92 as amended by Amendment No. 1 dated March 15, 1979 recorded March 28, 1979 in Volume 1442 at Page 986 as further amended by Amendment No. 2 dated June 20, 1979 and recorded June 26, 1979 in Volume 1476 at Page 599 and any amendments thereto.

2.9. "Member" or "Membership" shall mean and refer to those persons who are Owners of Lots.

ARTICLE III Members and Meetings

3.1. Classes of Membership. The Association shall have two classes of voting Membership, as follows:

(a) Class A. Class A Members shall all be Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant and shall be entitled to the (10) votes for each Lot owned.

3.2. Annual Meetings. The annual meeting of the Membership for the purpose of electing directors and for the transaction of such other business as may come before the meeting, shall be held on the third Tuesday of the second full calendar month following the close of the fiscal year, but if said day shall be a legal holiday, such meeting shall be held on the next succeeding business day.

3.3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

3.4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

3.5. Quorum. The presence at the meeting of ten (10) Class A Members entitled to cast, or of proxies entitled to cast, ten (10) votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV Board of Directors: Selection: Term of Office

4.1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association (hereinafter sometimes referred to as the "Board of Directors" or the "Board").

4.2. Initial Board. The incorporator, in addition to other powers conferred upon him by law, shall name the persons who shall constitute the first Board of Directors to serve until the first annual meeting of the Members and until their successors have been duly elected and qualified.

4.3. Term of Office. At the first annual meeting the Members shall elect two (2) directors for a term of one (1) year and three (3) directors for a term of two (2) years. At successive annual meetings, the Membership shall alternate between electing three (3) directors and two (2) directors as the expiration of terms shall occur and all such directors shall be elected for a term of two (2) years or until their successors are elected and qualified.

4.4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

4.5. Compensation. No director shall receive compensation for any services rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

4.6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V Nomination and Election of Directors

5.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

5.2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the paragraph 3.1, supra. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI Meetings of Directors

6.1. Annual Meeting. The Board of Directors shall hold an annual meeting immediately after the annual meeting of the Members and at the same place.

6.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) day notice to each director.

6.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII Powers and Duties of the Board of Directors

7.1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, the Restrictions of the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

7.2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment or assessments against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII Officers and Their Duties

8.1. Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph 8.4 of this Article.

8.8 Duties. The duties of the officers are as follows:(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. (b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all of the papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their address, and shall perform such other duties as required by the Board. (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

The Board of Directors, in addition to any other committees required by the Declaration or these by-Laws, may establish other committees, including without limitation, an Architectural Control Committee, an Executive Committee, a Park and Maintenance Committee, a Zoning and Restriction Committee, a Security and Safety Committee, a Public Relations Committee, and a Social and Welcoming Committee. The President shall be an ex-officio member of each committee. Such committees shall exercise those powers delegated to them by resolution of the Board of Directors. The committees shall keep regular minutes of the proceedings and shall report the same to the regular meetings of the Board of Directors or at other times as may be required by the Board.

ARTICLE X Indemnification of Officers and Directors

Each director and officer of the Association and each former director and former officer of the Association shall be held harmless and indemnified by the Association against all cost and expense including legal fees actually and necessarily incurred by the director or officer of imposed in connection with the defense of, and against all liabilities arising out of, any action, suit, or proceeding in which he or she is made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding, without such judgment being reversed, to have been, liable for misconduct in performance of his or her duties, In the event of the settlement of any such action, suit, or proceeding prior to final judgment, the Association shall also make reimbursement or payment of the cost, expense, and amount paid or to be paid in settling any such action, suit, or proceeding, when such settlement appears, to a majority of the directors who are not involved, to be in the interest of the Association, Such indemnification shall be deemed exclusive of any rights to which those indemnified hereby may be entitled under any agreement or otherwise.

ARTICLE XI Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Restrictions, the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XII Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIII Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Shannon Valley Homes Association.

ARTICLE XIV Amendments

14.1. These by-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy.

14.2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHERE OF, Roy H. Farchmin, being the sole incorporator of Shannon Valley Homes Association, has hereunto set his hand this 30th day of April, 1980. PROPOSED AMENDMENT TO ARTICLE IV, SECTION 4.3 (APPROVED 2/88)Members of the Board of Directors shall be elected annually at the General Meeting for a term of fourteen months; serving the last two (2) months of this term as non-voting advisors to the newly-elected members of the Board.

PROPOSED AMENDMENT TO ARTICLE III, SECTION 3.3 (APPROVED 2/89)The annual meeting of the Membership for the purpose of electing Directors and for the transaction of such other business as may come before the meeting, shall be held in the 2nd week of the month of November, The day selected for the meeting shall not be a legal Holiday.

SHANNON VALLEY DECLARATION OF RESTRICTIONS
AND
HOMES ASSOCIATION DECLARATION

Declaration of Restrictions to Shannon Valley Estates

Section 1. Use of Land.

The property shall be occupied and used for single-family residence purposes only; provided, however, this restriction shall not prevent Shannon Valley Developments or others authorized by its from erecting temporary buildings and using such temporary buildings or residences for offices, sales and storage purposes during the development of said tract.

Section 2. Minimum Size of Residence.

The floor area of the main structure of any residence, exclusive of porches, garages and basement areas, finished or unfinished, shall not be less than 1200 square feet for a one-story residence; 1600 square feet for a two-story residence or split-level residence; or 1500 square feet for a one and one-half story residence with at least 1100 square feet being on the first floor.

Section 3. Approval of Plans.

Before construction is commenced, the builder shall submit the plans, specifications and floor plans showing location of dwelling with respect to topography and finished ground elevation for each structure to Shannon Valley Developments, and no construction shall commence until said plans have been approved by Shannon Valley Developments. A copy of such plans showing said approval shall remain on file with Shannon Valley Developments.

Section 4. Permitted Height of Residences.

No residence erected on any of said lots shall be more than two stories in height, unless consented to in writing by Shannon Valley Developments.

Section 5. Setbacks and Projections.

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

Shannon Valley Developments reserves the right to alter and amend the set back lines and side line restrictions of specific lots (but not to exceed 5 feet), from time to time, by filing an appropriate instrument in writing in the Office of the Register of Deeds of Johnson County, Kansas.

Section 6. Air Conditioners.

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

Section 7. Fencing

No fence may be erected without the prior written consent of Shannon Valley Developments.

Section 8. 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 9. Outbuildings.

Except as herein provided, no structure of a temporary character, basement, tent, shack, garage, barn or other out-buildings shall be erected on any tract, or used for residence purposes, either temporarily or permanently.

Section 10. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and do not constitute a nuisance to the neighborhood. Any greenhouses shall be in the rear of the house.

Section 11. Trucks, Trailers, Buses, Campers, Boats.

No vehicle, truck, trailer, bus, campers, boat or other apparatus, except passenger automobiles, shall be left or stored on said property, except in an enclosed garage.

Section 12. Television or Radio Antenna.

No television or radio antenna or aerial shall be placed on the exterior of any structure or constructed separately, without the consent of Shannon Valley Developments. No lights or other illumination shall be higher than the house on any lot covered by these restrictions without the consent of Shannon Valley Developments.

Section 13. 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 14. Oil Tanks.

No tank for the storage of fuel may be maintained on any of the lots hereby restricted, above the surface of the ground, without the consent in writing of Shannon Valley Developments.

Section 15. Billboards.

No signs, advertisements, billboards, or advertising of the lots hereby restricted without the consent in writing of Shannon Valley Developments; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than 5 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 it is erected.

Section 16. 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 there from 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 prior consent in writing of Shannon Valley Developments.

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 Shannon Valley Developments.

g) Swimming Pools: No above ground swimming pools may be constructed or maintained on any of the lots hereby restricted, without prior consent in writing by Shannon Valley Developments.

Section 17. Use of Easements.

Shannon Valley Developments reserves the right to construct pipe lines, sewers and drains upon, over and across all easements and rights of way shown on the recorded plat.

Section 18. Homes Association.

The owner of each building site to which these restrictions and covenants apply automatically becomes a member in a Homes Association entity and is to participate in the conduct and operation of the association.

Section 19. Maintenance of Common Areas.

All Common areas in the subdivision shall be maintained by Shannon Valley Developments until a Shannon Valley Homes Association is formed under an instrument executed the 18th day of August, 1977, entitled Homes Association Declaration, Shannon Valley Estates. After the formation of said Homes Association, it shall maintain all common areas, including, but not limited to the mowing, planting, trimming, landscaping of such areas, Common areas shall include all berm areas, islands and other landscaped areas shown upon the plat not being a part of any particular lot, whether or not the same shall be dedicated to the public. Such areas not dedicated to the public shall be deeded by Shannon Valley Developments to the Homes Association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the Homes Association to properly maintain the same, Shannon Valley Developments or the City of Overland Park may do the necessary maintenance work and assess the Homes Association and/or each of its members for the reasonable expenses if such work, or Shannon Valley Developments or the City of Overland Park, Kansas, may bring an action in any Court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any owners for the time being of any tract or lot in said subdivision, shall have the right to obtain from any Court of competent jurisdiction any injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions, and may bring any other proper legal action.

After the formation of a Shannon Valley Homes Association, Shannon Valley Developments shall have the right, at its option, to transfer and assign all of the rights of obligations of interpretation, approval and enforcement of the provisions of this Declaration of Restrictions to said Homes Association.

Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 20. Duration of Restrictions.

The above covenants and restrictions shall continue and be in full force and effect until the 31st day of December, 2002, and shall automatically be continued thereafter for successive periods of 25 years each, provided, however, that the then owners of the fee simple title of

60% of the front feet of all of the lots herein described, may release the land or any part of it from any one or more of said restrictions, on December 31, 2002, or at the expiration of any 25-year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the Office of the Register of Deeds of Johnson County, Kansas

The provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon and above-named Shannon Valley Developments, and all persons claiming by, through or under it.

Homes Association Declaration Shannon Valley Estates
Definitions of Terms User:

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided; all of the lots enumerated above and shown on said plat of Shannon Valley Estates. 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 modification 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. Any such tract may consist of one or more contiguous lots or part or parts thereof. 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 at street intersections or elsewhere, 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 Shannon Valley Estates filed in the office of the Register of Deeds, Johnson County, Kansas, on August 18, 1977, beginning at Page 283 of volume 1248, 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 "Shannon Valley Estates 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 Shannon Valley Estates 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 Shannon Valley Estates, a subdivision in the City of Overland Park, Johnson County, Kansas, shall be a

Class A member. Each Class A member shall be entitled to one 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 the (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 Shannon Valley Estates or as may be designated on subsequent plats of Shannon Valley Estates 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 Shannon Valley Estates 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

Shannon Valley Developments may from time to time add to the district such land as is now or hereafter owned or approved for addition by said Company, provided that the land so added to the district shall be bound at that time 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 re-sow 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 maintenance of any tennis courts, playgrounds, 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 any streams and natural watercourses within the district.

(c) To provide for the operation and maintenance of swimming facilities which may hereafter be erected, for the exclusive use and enjoyment of members of the Association and members of their families who reside in the district, and establish rules for the use and management of such facilities.

(d) 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.

(e) 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 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 cost 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 land within the boundaries of the district except that land owned by Shannon Valley Developments or Mid-America Properties Corporation, in the first day of each fiscal year of the Association as hereinafter defined, 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 in advance by the respective owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the above-enumerated lots in the aforesaid plat of Shannon Valley Estates, except as herein provided, together with such other land as may from time to time be added to the said district as herein provided. 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 \$150.00 for each lot within the district as now or hereafter established, provided, however, that if in the sale of land within the district any lot of lots be divided into one or more building sites, each of which building sites shall be for a single residence and may consist of a part or parts of one or more lots as platted, then for the purpose of levying this assessment each of such building sites shall constitute one assessment unit and shall be liable for each annual assessment in the same way and manner as one platted lot under a single ownership. For the purpose of levying this assessment, the Association shall be the sole judge as to what may from time to time constitute a building site under the provisions of this paragraph.

(2) The annual assessment upon each lot or building site as aforesaid may be increased by an amount not exceeding fifty percent of the \$150.00 maximum annual assessment which the Association may levy and collect from year to year, 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, fifty-one percent of the members present at such meeting may authorize such an increase by an affirmative vote therefore, and provided, further, that the annual assessment upon each lot or building site as aforesaid may be increased by an amount not exceeding one hundred percent of the said \$150.00 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, fifty-one percent of the members present at such meeting may authorize such an increase by an affirmative vote therefore. Whenever the Association may deem it advisable to submit to the members a proposal for increasing the amount of the annual assessment for a particular year, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the

fact that an increase in the amount of the annual assessment is to be voted upon at such meeting. No increase in the amount of the annual assessment may be made for more than one year at a time.

(3) The first assessment shall become due on the first day of the month following the conveyance of the home in Shannon Valley Estates, as shown in Plat Book 41, at Page 43, of the Register of Deeds of Johnson County, Kansas, aforesaid, from Shannon Valley Developments or a builder to a third-party owner-occupant; this initial assessment shall be in an amount not exceeding \$12.50 for each full calendar month beginning with said assessment date to and including the next succeeding month of May. Thereafter, assessments shall be for the fiscal year beginning June 1, and they shall be fixed and levied prior to June 1st of each such year and shall be payable on that date, and thereafter it shall be due and payable on June 1st of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment on each tract of land owned by them, and the date when such assessment is due. Failure of the Association to levy the assessment prior to June 1st of each year for the next succeeding fiscal year beginning on June 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 June 1st of any year, then it shall become due and payable not later than thirty days from the date of levying the assessment.

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

Section 8. Lien on Real Estate

(1) The assessment shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States Government. In the event of the failure of any owner to pay the assessment on or before the 30th day following the making of such assessment, then such assessment shall bear interest at the rate of eight percent per annum from the date of assessment.

(2) Within thirty days from the date of levying the assessment for the fiscal 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 suites for the enforcement of such liens. It shall be the duty of the Association to bring suites to enforce such liens before the expiration thereof. The Association may at its discretion file a certificate of nonpayment 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 \$30.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed in said real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States Government. 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 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 Assessments for Current Year

The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or 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 obligation 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, Shannon Valley Developments 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 herein given directly to Shannon Valley Developments. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of Shannon Valley Developments and its relinquishment of its rights as temporary trustee.

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 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 of the area of the land 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 owners of two-thirds of the area then subject thereto executing and acknowledging an appropriate agreement of agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

Section 15. 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 Shannon Valley Developments, and upon its successors and assigns.