

HOMES ASSOCIATION DECLARATION

THIS HOMES ASSOCIATION DECLARATION, made as of the _____ day of _____, 2012 by the undersigned.

The undersigned, in order to assist it and its grantees in providing a quality and desirable neighborhood, do now and hereby subject all of the land described on Exhibit "A" attached hereto to the covenants, charges and assessments set forth and contained in this Homes Association Declaration, subject, however, to the limitations hereinafter specified.

DEFINITIONS OF TERMS USED.

The term "District" as used in this Declaration shall mean all of the real property described on Exhibit "A" attached hereto (referred to as "Sherwood Forest"). The term "Lot", as used herein, shall mean any numbered lot as platted, which may consist of one or more numbered lots or part or parts of one or more numbered lots, as platted, upon which a residence may be erected in accordance with the "Restrictions" hereinafter defined. The term "Association" shall mean and refer to the Sherwood Forest Homes Association, a corporation. The term "Public Place" as used herein shall be deemed to mean all streets, and similar places the use of which is expressly dedicated to or set aside for the use of the general place on said plats.

The term "Common Areas" as used herein shall be deemed to mean any tract, designated as such on the plat of Sherwood Forest, located within the District as it exists from time to time, which tracts shall be owned, managed and maintained by the Association for the use, benefit and enjoyment of the present and future owners of land within the District. The term "Owners" as used herein shall mean those persons or corporations who may from time to time own land within the District. The term "Restrictions" as used herein shall specifically include those contained in the "Amended and Restated Declaration of Restrictions" of Sherwood Forest filed in the office of the Register of Deeds, Johnson County, Kansas aforesaid, 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, known as the "SHERWOOD FOREST HOMES ASSOCIATION" ("Association") which has been heretofore 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, as hereinafter set forth.

SECTION 2. VOTING RIGHTS

The Association shall have one class of voting membership; each Owner of a Lot in Sherwood Forest shall be a Member and each Member shall be entitled to one vote for each Lot owned by him, her or it in 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.

(1) The voting rights of a Member with respect to votes involving assessments and fees shall be suspended for any period during which any assessment described herein, including interest and fees, remains unpaid.

(3) At any regular or special meeting of the Association, Members may cast their vote in person or by written proxy as stated in the By-Laws.

(4) Except as hereinbefore provided, the Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(5) Unless the context clearly indicates to the contrary, decisions by the Association described herein shall require approval of the requisite percentage of votes as stated in the By-Laws.

SECTION 3. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the owner thereof shall have subjected his, her or its land to the terms of this Declaration and to the assessments herein provided for. For purposes hereof, accepting title to land within the District after the recording of this Declaration shall satisfy the foregoing requirements.

SECTION 4. USE OF COMMON AREAS

The Owners of land within the District shall have the exclusive right to the use of all Common Areas within the District as it from time to time exists.

The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas and implement the terms of this Declaration and the Declaration of Restrictions as the context requires.

SECTION 5. POWERS AND DUTIES OF THE ASSOCIATION

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

(a) To care for, spray, trim, protect, replace and replant trees, shrubbery, bushes, flowers, grass and sod in the Common Areas set aside for the exclusive use of the Owners in the District.

(b) To provide for the maintenance of, entrances, monument signs, fence and ornamental features now existing or which may hereafter be erected or created in said District in any public street or park, in common areas, or on any land set aside for the exclusive use of the Owners in the District;

(c) To enforce, either in its own name or in the name of any Owner within the District, any or all building or other 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, and impose and collect fines for violations of such restrictions; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declaration, contract, plats or certificate of survey in which such restrictions or reservations are set forth, nor shall it serve to

prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of a special fund of the Association, which must be approved by a majority of the Members present in person or by proxy at any meeting. 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.

(d) To manage and control as trustee for its Members all improvements located upon common areas in the District, provided that such management and control of said improvements shall at all times be subject to that had and exercised by the City, County, and State, or any one of them in which the land within the District is located.

(e) 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.

(f) To provide for the collection and disposal of rubbish and garbage, in the discretion of the Association.

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

(2) The Association shall have the following additional powers and duties, if approved by a vote of a majority of the Members present in person or by proxy at any meeting, which it may exercise and perform whenever in its discretion it may deem it necessary or desirable, to-wit:

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

(b) 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.

(c) To employ duly qualified peace officers and/or utilize video security for the purpose of providing such protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(d) To contract for the services of consultants, managers, accountants and attorneys.

SECTION 6. METHOD OF PROVIDING GENERAL AND SPECIAL 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, each Lot within the District, owned by a Member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence, shall be subject to an annual general fund assessment which may be levied by the Association from year to year, which assessment shall be paid to the Association annually or at such other times as the Association may determine in advance. The Board of Directors of the Association shall from year to year fix and determine the total amount required in this general fund (including any reserves deemed necessary by the Board) and may levy and collect an annual assessment for each Lot upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence.

Assessments shall commence either upon occupancy of the home or by completed sale, whichever comes first. The assessment for the year in which the dwelling is erected shall be determined on the basis of date of the occupancy permit and will be prorated on a 365-day year basis.

(2) The maximum annual assessment upon each Lot as aforesaid may be increased by a simple majority of the Members on all the Lots in the District by an amount not exceeding twenty percent (20%) of the preceding year annual assessment which the Association may levy against such Lot and collect from year to year; provided, that the preceding year annual assessment upon each Lot as aforesaid may be increased on all the Lots in the District by an amount not exceeding one hundred percent (100%) of the previous annual assessment applicable to said Lot, 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, seventy-five percent (75%) of the votes of the Members present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefore. Upon the approval of seventy-five (75%) of the votes of the Members present in person or by proxy at any meeting, the Association shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the said Board deems reasonably necessary.

(3) Unless the increases provided for in paragraph (2) of this Section 6 are specifically limited by the resolutions in which they are contained to be for a specified period, they shall continue to be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of seventy-five percent (75%) of the Members present in person or by proxy, or by action taken under the terms of paragraph (5) of this Section

6 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) Whenever the Board of Directors of the Association may deem it advisable to submit to the Members a proposal under paragraph (2) of this Section 6 for increasing or decreasing the amount of the annual assessments, it shall notify the Members of the Association by mailing to such Members at the last known address, with United States postage prepaid thereon, or by read-receipted electronic mail, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting; such notice shall be placed in the United States mail not less than fifteen (15) days prior to the date of such special meeting.

(5) The first general assessment hereunder shall be for the calendar year beginning January 1, 2013, and shall be due and payable thirty (30) days after such assessment; future assessments shall be due and payable on January 1st of each year thereafter. Within thirty (30) days from the levying of each assessment, the Association shall notify all Owners of assessable Lots whose addresses are listed with the Association of the amount of such assessment. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment subsequently 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. The Board of Directors of the Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(6) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective Owners at the last address listed with the Association, or sent by read-receipted electronic mail, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required, unless otherwise provided herein.

(7) The Owner of each Lot subject to an annual assessment as herein provided in paragraph of this Section 6 shall by acceptance of a Deed to such Lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lot in accordance herewith, and said Association is hereby granted the power to proceed against such Owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

SECTION 7. LIEN ON REAL ESTATE

(1) The assessment provided for herein shall become a lien on the real estate against which it can be levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay the assessment within thirty (30) days from the date same is levied, a notice of delinquency shall be sent to the Owner. If the Owner does not cure the delinquency within fifteen (15) days from the date of the notice, then such delinquent assessment, from the thirtieth (30th) day after it has been levied shall bear interest at the maximum rate of interest then allowed in Kansas on judgments.

(2) Within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessments shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of 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 one year's general assessment as described in Section 7(1) above, and attorney's fees and lien fees, which fees are hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(3) Such liens shall continue for a period of five (5) years from the date of delinquency or the maximum amount allowed by law, whichever is 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 8. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any calendar year than the total amount of the general assessment for that particular year plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the general 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 periods up to five (5) years for utilities, trash removal and equipment and property maintenance, it being the intention that the assessments for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for the purposes set forth above.

SECTION 9. 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 within the District, insofar as their addresses are listed with the Association, of the new address.

SECTION 10. TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no

other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, penalties for violation thereof 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 limitation of its rights to contract as are herein provided.

SECTION 11. AMENDMENT

Upon the affirmative vote of 75% of the votes of the Members in person or by proxy at a meeting called for such purpose, evidenced by a Declaration duly executed and acknowledged by such Members and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended. And provided, further, that the Board of Directors of the Association shall have the right to amend this Declaration if required to do so to comply with the law or the order of a court of competent jurisdiction, without a vote of or consent by the Members of the Association..

SECTION 12. HOW TERMINATED

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the affirmative vote of ninety percent (90%) of the outstanding total Member votes, and shall be evidenced by an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

SECTION 13. COVENANTS RUNNING WITH THE LAND

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

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day
and date first above written.