

BROOKWOOD PLACE HOMES ASSOCIATION DECLARATION

THIS DECLARATION is made this 7th day of October 2013, by THE BROOKWOOD PLACE HOMES ASSOCIATION, INC, a corporation consisting of members of the BROOKWOOD PLACE HOMES ASSOCIATION (hereinafter referred to as "Association").

WITNESSETH:

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

Lots 1 through 60, inclusive, PLAT OF BROOKWOOD PLACE, a subdivision of land in the City of Lenexa, Johnson County, Kansas, which plat was recorded in the office of the Register of Deeds of Johnson County, Kansas in Book 67 of Plats, at Page 9. The original Brookwood Place Homes Association Declaration filed on September 15, 1987 at Book 2665, at Page 302. An extension of the original Homes Association Declaration was recorded in the office of the Register of Deeds of Johnson County, Kansas on December 31, 2012 in Book 201212 at Page 011623

WHEREAS, the Association is desirous of creating and maintaining a residential neighborhood possessing features of more than ordinary value to the said community.

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to continue the maintenance of the above described land, the Association does now and hereby subject all of the lots located in Brookwood Place as shown on the recorded

plat thereof, to the covenants, charges and assessments set forth and contained in this updated Declaration, subject, however, to the limitations hereinafter specified.

DEFINITIONS OF TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above as shown on said plat of Brookwood Place. If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "district" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Declaration, including any future modifications thereof.

The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

The term "public place" as used herein shall be deemed to mean all streets, all alleyways, all parks, and all similar places the use of which is dedicated to or set aside for the use of the general public.

The term "common areas" as used herein shall be deemed to mean all land and facilities designated as such on the plat of Brookwood Place within Brookwood place for only the general use of the owners within the district, or which may, with appropriate consent be used by the owners of the district.

The term "owner" as used herein shall mean those persons or corporations who may from time to time own the land within the district.

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

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 established, to be known as "THE BROOKWOOD PLACE 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 and proceedings. Disputes between the Association and unit owners or between two or more unit owners regarding the Association shall be submitted to nonbinding alternative resolution as a prerequisite to commencement of a judicial proceeding.

SECTION 2. VOTING RIGHTS

The Brookwood Place Homes Association shall have one class of voting membership, as follows:

Class A. Each owner of a lot in Brookwood Place, a subdivision in the City of Lenexa, 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 free 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.

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 Brookwood Place or as may be designated on subsequent plats of Brookwood Place or as may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas by the Developer.

THE BROOKWOOD PLACE HOMES ASSOCIATION shall have the right and power to make reasonable rules and regulations which shall govern the use of the said undedicated common areas.

SECTION 5. OTHER LANDS - HOW THEY MAY BE ADDED

The Association may unite or combine with any other association similarly organized, operating on a similar basis, and having jurisdiction of land lying within Johnson County, Kansas or any political subdivision thereof.

SECTION 6. POWER AND DUTIES OF THE ASSOCIATION

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

(1) 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 or contracts in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restrictions.

(2) To manage and control as trustee for its members all public streets, sidewalks, and other public places shown on the plat of Brookwood Place, and any and all improvements thereon, provided that such management and control of said places and 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 said places and improvements are located.

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

(4) To care for, spray, trim, protect and replant trees on all common areas where trees have once been planted, when such services are not available from any public source.

(5) To mow, care for, maintain and remove all 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.

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

source.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

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

(12) 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 and special assessments on such real estate as may be owned by it; and to pay such taxes and assessments as may be assessed against land in streets, common areas and other public or semi-public places within the district.

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

(14) To provide for the maintenance of swimming pools, green areas, playgrounds, tennis courts, public and private streets, parking areas, walks, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in any public or private street, common area, parking area or other public place shown on the plat of Brookwood Place, or created by separate instrument from land included as part of said Brookwood Place, or designated as common area on the plat of any additional land which may later be added to the district.

SECTION 7. METHOD OF PROVIDING GENERAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all lots owned by Class A members upon which a dwelling has been erected and lying within the boundaries of the district shall be subject to an annual assessment which may be levied by the Association from year to year and shall be paid to the Association annually or at such other times as the Association may determine in advance by notice to respective Class A member-owners of the said assessable land subject thereto, which said assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of Brookwood Place which are then owned by Class A members and upon which dwellings have been erected together with such other lots as may from time to time be added to the said district as herein provided and are then owned by said Class A members and upon which dwellings have been erected. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for each lot then owned by a Class A member and upon which a dwelling has been erected and is within the district as now or hereafter established; provided, however, that in respect to the year in which a dwelling is constructed on any certain lot covered by this Declaration, the assessment for the said year shall be prorated on the basis of the date of occupancy of said dwelling by the said Class A member.

(2) The annual assessment upon each lot as aforesaid may be increased as follows: year one increase limit of ten percent (10%) of the previous annual assessment with a five year limit of forty percent (40%) and a ten year limit of eighty percent (80%) which the Association may levy and collect from year to year. These increases are over a blocked time of ten years and will reset every ten years. The maximum annual assessment upon each lot as aforesaid may be increased as outlined, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, sixty percent (60%) of the members present at such meeting authorize such an increase by an affirmative vote there for.

(3) Unless the increases provided for in Paragraph (2) of this Section 7 are specifically limited by the resolutions in which they are contained, to be for a specified period, they shall be effective until rescinded by the Association, at a meeting specially called for such

purpose, by an affirmative vote of two-thirds (2/3) of the members present and the recinsion shall be effective commencing on the first day of the next succeeding year.

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

(5) The assessment shall be for the calendar year beginning January 1st and it shall be fixed and levied following the annual meeting held in December of the previous year and shall be payable on the following February 1st and on February 1st of each year thereafter. It will be the duty of the Association to notify all owners of assessable lots whose address is listed with the Association, on or before that date, giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment.

(6) 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.

(7) The owner of each lot subject to the assessment as herein provided in subparagraph (1) of this Section 7 shall by acceptance of a Deed to such lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such lots in accordance herewith, and said Association is hereby

granted the power to proceed against such owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

SECTION 8. LIEN ON REAL ESTATE

(1) Any assessment provided for herein shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth, provided, however, that such lien shall be inferior and 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 any assessment on or before the first day of March following the making of such assessment, then such assessment shall bear interest at the rate of ten percent (10%) per annum.

(2) On or after March 1st of each year, beginning March 1st or within Sixty (60) days from the date of levying any assessment for the calendar year during which and for which the assessment is levied, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas having jurisdiction of suits for the enforcement of such liens.

It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein all fees for the filing of the certificate and the release of said certificate when the lien has been paid in full.

(3) Such liens shall continue from the date of delinquency until 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.

(4) The Association at anytime an assessment from a member is delinquent may pursue recovery of said delinquent assessment in the District Court of Johnson County, Kansas and require its collection costs and

attorney fees.

SECTION 9. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

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

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. TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means aid 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 12. AMENDMENT

By written consent of the owners of two-thirds (2/3) of the lots within the district as then constituted, evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended, provided, however, that no right to exceed the maximum annual assessment herein provided for may be given.

SECTION 13. HOW TERMINATED

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

SECTION 14. 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 respective heirs, successors and assigns.

SECTION 15. INTERPRETATIONS

If there is a statement or requirement in this Declaration that is deemed to be inconsistent with Kansas Law K.S.A 58-4601, et seq., the requirements of K.S.A. 58-4601, et seq., and as amended shall supersede and control the interpretation of any provision in these bylaws.

IN WITNESS WHEREOF, the Brookwood Place Homes Association has caused these presents to be executed this 30th day of November, 2013.

Brookwood Place Homes Association

BY: Terry A. Franzen
Terry A. Franzen, President

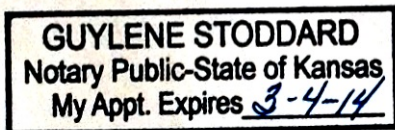
ATTEST:

BY: Denise Villena-Hall
Denise Villena-Hall, Secretary

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 30th day of November, 2013, before me the undersigned, a Notary Public in and for the County and State aforesaid, cam Terry A. Franzen, President of Brookwood Place Homes Association, a incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally know to me to be the same person who executed, as such officer, the within instrument on behalf of Brookwood Place Homes Association, and such person duly acknowledged the execution of the same to be the act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 30th day of November, 2013.



Guylene Stoddard
NOTARY PUBLIC

My Commission Expires: 3-4-14