

ALDOX
HOMES ASSOCIATION DECLARATION
TO
HAMPTON PARK
(the "Declaration")

3600

1994 NOV -7 P 2:40.2

SARA F. ULLMANN
REGISTER OF DEEDS

THIS DECLARATION, is made this 25th day of OCTOBER,
1994, by HAMPTON PARK VENTURE, a general partnership (hereinafter
referred to as "Developer").

W I T N E S S E T H :

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

Lots 1 through 75, Hampton Park, 1st Plat, a
subdivision in Overland Park, Johnson County,
Kansas

hereinafter referred to as the "Subject Land."

WHEREAS, the Developer is now developing the above described
land and desires to create and maintain 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 bring about the development of the
above described land, the Developer does now and hereby subject all
of the lots located in Hampton Park as shown on the recorded plat
thereof, and as described above, to the covenants, charges and
assessments set forth and contained in this Declaration, subject,
however, to the limitations hereinafter specified.

SECTION 1. DEFINITIONS OF TERMS USED

For the purpose of this Declaration, the following words and
phrases shall have the following respective meanings:

(A) District. "District" as used in this Declaration
shall mean, unless and until extended as hereinafter provided,
all of the real property enumerated above as shown on said
plat of Hampton Park. If and when other land shall, in the
manner hereinafter provided, be added to that land 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 district is sometimes referred to as "Hampton Park".

(B) Improved Property. "Improved Property" as used
herein, shall be deemed to mean a lot as herein defined, under
a single ownership, including but not limited to joint

tenancy, and use, and on which lot a residence has been erected or is in the process of erection, or on which any other building not in violation of the restriction 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.

(C) Public Place. "Public Place" as used herein shall be deemed to mean all streets, terraces, places, roads, drives, lanes, avenues and alleyways, all parks, all islands, 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.

(D) Owner. "Owner" as used herein shall mean those persons or corporations who may from time to time own any of the Subject Land within the District.

(E) Developer. "Developer" shall mean and refer to Hampton Park Venture, a general partnership, comprised of Bodine Companies, Inc., a Kansas Corporation and Grant St. Interests, L.C.

(F) Lot. "Lot" may mean either any Lot as platted, or any parcel or parcels of land as conveyed, which may consist of one or more Lots, or parts of one or more Lots, and upon which a residence may be erected in accordance with the restrictions hereinafter or elsewhere set forth, or as set forth in the individual deeds from the Developer, or from its successors and assigns. A Lot shall not include any of the Subject Land which is designated as common area.

(G) Corner Lot. "Corner Lot" shall be deemed to be any Lot as defined above, having more than one street contiguous to it.

(H) Restrictions. "Restrictions" shall mean and refer to the rights, reservations and limitations as to use of the Lots within the subdivision as expressed herein or in that certain Declaration of Restrictions to Hampton Park (the "Restrictions"), or as may be modified by amendments or additions thereto.

(I) Common Area. "Common Area" shall mean and refer to such land as may be designated as such on the Plat of Hampton Park or which may hereafter be designated as such on subsequent plats of Hampton Park or which may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas.

(J) Plat of Hampton Park. "Plat of Hampton Park" shall mean and refer to the final plat filed with the City of Overland Park on October 29, 1994, as prepared by Schlagel & Associates Consulting Engineers, entitled Plat of Hampton Park.

SECTION 2. MEMBERSHIP IN ASSOCIATION

The Owners of Lots within the boundaries of the District as it exists from time to time and shall be the members of an association which is hereby created and established, to be known as "THE HAMPTON PARK HOMES ASSOCIATION, INC." (hereinafter the "Association"). The Association shall be incorporated under the laws of the State of Kansas as a not-for-profit corporation. Membership in the Association shall be limited to the Owners.

SECTION 3. VOTING RIGHTS

The Association shall have two classes of voting membership, as follows:

(A) Class A. Each Owner, with the exception of the Developer, of a Lot in the District shall be a Class A member. Each Class A member shall be entitled to one (1) 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.

(B) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to seventy-five (75) votes for each Lot within the District to which the said Developer holds fee simple title.

SECTION 4. ASSOCIATION BY-LAWS

The Association shall adopt By-laws not inconsistent herewith in order to effectuate its duties and responsibilities set forth herein.

SECTION 5. USE OF COMMON AREAS

(A) Exclusive use. 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 un-dedicated Common Areas as designated on the Plat of Hampton Park, or as may be designated on subsequent plats of Hampton Park, or as designated by the Restrictions, or as may be created by separate document filed for that purpose with the Register of Deeds of Johnson County, Kansas, by the Developer.

(B) Rules and Regulations. The Association shall have the right and power to make reasonable rules and regulations which shall govern the use of the said un-dedicated Common Areas.

SECTION 6. OTHER LANDS - HOW THEY MAY BE ADDED

The Developer may from time to time add to the District such land as is now or hereafter owned or approved for addition by said Developer, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and any future modification thereof. The Association may also 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 7. 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:

(A) Enforcement. To enforce, either in its own name or in the name of any Owner within the District any or all 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 the 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 proceeding 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) Management and Control. To manage and control as trustee for its members all public streets, sidewalks, and other public places shown on the Plat of Hampton Park 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.

(C) Collection of Rubbish. 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) Maintenance of Trees, Shrubs and Plantings. To care for, spray, trim protect and replant trees, shrubs and plantings on all streets and in other Public Places where trees, shrubs and plantings have once been planted, when such services are not available from any public source.

(E) Moving and Maintenance of Unimproved Real Estate. 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 judgement 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) Snow Removal. To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(G) Lighting. 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.

(H) Street, Sidewalk and Storm Sewer Maintenance. 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 public source.

(I) Signs. 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.

(J) Police Protection. 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.

(K) Control Over Easements. To exercise control over such easements as it may acquire from time to time.

(L) Ownership of Real Estate. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purpose 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 with the District.

(M) Levy and Collect Assessments. To levy and collect the assessments which are provided for in this Declaration.

(N) Maintenance, Care and Replacement of Common Areas and Amenities. 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 Hampton Park, or created by separate instrument from land included as part of Hampton Park, or designated as Common Area on the plat of any additional land which may later be added to the District as Provided in Section 6 hereof.

SECTION 8. MAINTENANCE BY DEVELOPER

Developer specifically reserves for itself the right to enter upon certain landscape easements described on the recorded Plat of Hampton Park as "Landscape Easement" or "L/E" for purposes of maintaining the same if the Association fails for any reason to maintain the same, provided Developer so advises the Association of its failure to adequately maintain the same and that if the deficiencies are not corrected within ten (10) days from the date written notice is mailed, then Developer will undertake the necessary maintenance and the Association will reimburse the Developer for the costs incurred by Developer.

SECTION 9. METHOD OF PROVIDING GENERAL FUNDS

(A) General Fund. 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, as defined below, and lying within the boundaries of the District ("assessable Lots") 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 the respective Class A member-Owners of the said assessable land subject thereto, which said assessable land shall be deemed to be all of the Lots in the aforesaid District 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 levy and collect an annual assessment not exceeding \$250.00, for the initial year, for each Lot then owned by a Class A member and upon which a dwelling has been erected, as defined below, 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 pro-rated on the basis of the date of occupancy of said dwelling by the said Class A member. For purposes of this paragraph an

erected dwelling is one for which a building permit has been issued. Any builder shall pay any assessments from the date of closing on the purchase of a Lot or any multiple Lots and continue thereafter until no longer an owner. The developer shall not pay any assessments for Lots owned by the developer within the District.

(B) Maximum Assessment. The yearly assessment for each Lot may be increased by the Board of Directors of the Association, for subsequent years, provided that it shall not be increased more than ten (10%) percent for any one (1) year, over the preceding year, without the affirmative vote, either in person or by proxy, of at least sixty (60%) percent of those owners owning assessable lots in the District at the time of the vote, which vote is to be taken at a special meeting called of the owners for that purpose.

(C) Notice of Proposed Changes. Whenever the Association may deem it advisable to submit to the members a proposal under Paragraph (B) of this Section 9 for increasing or decreasing the permissible maximum amount of the annual assessment, it shall notify the members of the Association by mailing to 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.

(D) When Assessments Are Effective. The first assessment shall be paid for the calendar year beginning January, 1994 and it shall be payable on January 1, 1994. Thereafter, assessments for the ensuing calendar year shall be fixed and levied on or before December 1 of the preceding calendar year and shall be payable on January 1 of the calendar year for which the assessment pertains. 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. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(E) Notice. 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. The notice shall be effective on the earlier of (1) the date received, or (2) two days after deposited in the United States Mail.

(F) Contract with Owner. The Owner of each Lot subject to the assessment as herein provided in Subparagraph (A) of this Section 9 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 that he will pay interest as provided herein, all expenses of collection, including preparation and filing of liens, attorney's fees and expenses, and Court costs. Said Association is hereby granted the power to proceed against such Owner personally for an in personam judgment for the collection of said assessments, and said other amounts, 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 10. LIEN ON REAL ESTATE

(A) Lien. The assessment provided for herein, together with interest, expenses of collection (including expenses of lien preparation and filing), Court costs and attorney's fees, shall become a lien on the Lot 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 Lot. In the event of the failure of any Owner to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of Ten Percent (10%) per annum from the first day of January, but if the assessment is paid before February 1st, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to December 1st for the calendar year beginning January 1st, then no interest shall be charged. If the assessments are paid in installments and the installments are delinquent thirty (30) days from when due, then interest runs from the original date the installment was due. The Owner of any Lot, by acceptance of a deed, agrees that he will pay interest as provided herein, all expenses of collection, including preparation and filing of liens, attorney's fees and expenses, and Court costs, and the same shall constitute a lien.

(B) Enforcement of Lien. On or after February 1st of each year, beginning February 1, 1994, or 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 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 file statements of lien in the office of the Register of Deeds of Johnson County whenever any such assessments are more than sixty (60) days delinquent. Any lien statements may be refiled to secure sums subsequently becoming due and payable hereunder.

(C) Period of Effectiveness and Continuation. Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment and other amounts secured thereby, in which case the lien shall continue until termination of the suit and until the sale of the property under execution of the judgement establishing same.

**SECTION 11. EXPENDITURES LIMITED TO ASSESSMENT
FOR CURRENT YEAR**

The Association shall not 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.

SECTION 12. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all Owners of the Subject 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 Subject Land in the District, insofar as their addresses are listed with the Association, of the new address.

SECTION 13. PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the

Association contemplated by the terms of this Declaration, the Developer 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 hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment of its rights as temporary Trustee. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation any or all of the rights, reservations, and privileges reserved by it in this Section 14, and upon such assignment or conveyance being made, it assigns or grantees may at their option exercise, transfer or assign such rights at any time or times, in the same way and manner as though directly reserved by them or it, in this instrument.

SECTION 15. 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 enable it to adequately and properly carry out the provisions of the Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

SECTION 16. 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 17. HOW TERMINATED


This Declaration may be terminated, and all of the land now or hereafter affected may be released from all 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.

WE THE UNDERSIGNED, consent to the above Homes Association Declaration to Hampton Park and approve the same. We are owners of the lots set forth beside our names.

11/3/94
Date

3, 7, and 52
Lots

Rogler Enterprises,


Ken A. Rogler, President

Date

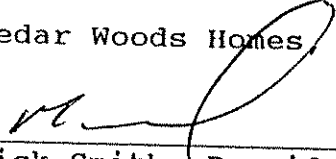
1, 48 and 63
Lots

Greg D. Prieb

10/31/94
Date

2, 6, 21 and 64
Lots

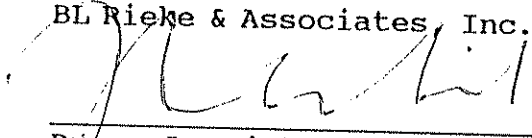
Cedar Woods Homes,


Rick Smith, President

11/1/94
Date

4, 50 and 69
Lots

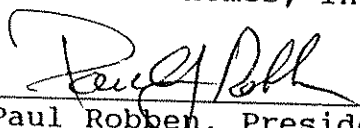
BL Rieke & Associates, Inc.


Bruce L. Rieke, President

10/31/94
Date

45
Lots

Woodstone Homes, Inc.




Paul Robben, President

11-1-94
DATE

21
LOT

11-1-94
DATE

21
LOT


STEVEN MCLEROY

KATHLEEN P. MCLEROY

KANSAS ACKNOWLEDGEMENT

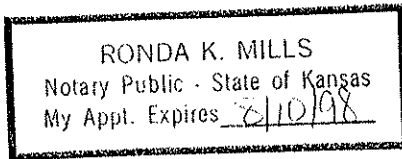
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 3rd day of November, 19 94
before me, the undersigned, a Notary Public in and for said County and State,
came KEN A. ROGLER, PRESIDENT OF ROGLER ENTERPRISES, INC. who
is/are personally known to me to be the same person(s) who executed the
within instrument of writing, and duly acknowledged the execution of the
same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal the day and year last above written.

Ronda K Mills
NOTARY PUBLIC

My Commission Expires:



KANSAS ACKNOWLEDGEMENT

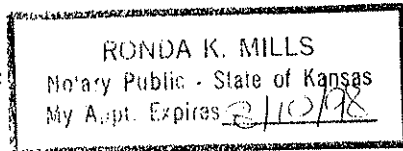
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 31st day of October, 19 94
before me, the undersigned, a Notary Public in and for said County and State,
came RICK SMITH, PRESIDENT OF CEDARWOOD HOMES, INC. who
is/are personally known to me to be the same person(s) who executed the
within instrument of writing, and duly acknowledged the execution of the
same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal the day and year last above written.

Ronda K Mills
NOTARY PUBLIC

My Commission Expires:



KANSAS ACKNOWLEDGEMENT

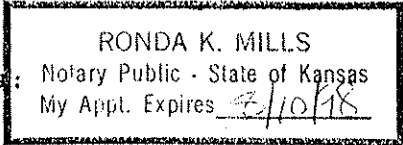
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 1st day of November, 1994 before me, the undersigned, a Notary Public in and for said County and State, came BRUCE L. RIEKE, PRESIDENT OF B.L. RIEKE & ASSOCIATES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Ronda K Mills

NOTARY PUBLIC



My Commission Expires:

Notary Public - State of Kansas
My Appl. Expires 3/10/98

KANSAS ACKNOWLEDGEMENT

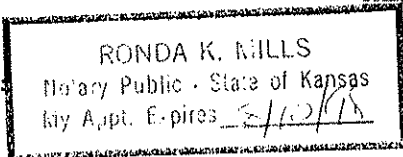
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 31st day of October, 1994 before me, the undersigned, a Notary Public in and for said County and State, came PAUL J. ROBBEN, PRESIDENT OF WOODSTONE HOMES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Ronda K Mills

NOTARY PUBLIC



My Commission Expires:

Notary Public - State of Kansas
My Appl. Expires 3/10/98

KANSAS ACKNOWLEDGEMENT

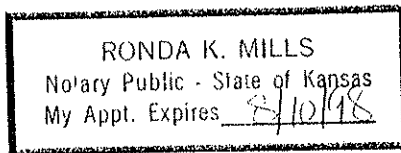
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 1st day of November, 19 94 before me, the undersigned, a Notary Public in and for said County and State, came STEVEN MCLEROY AND KATHLEEN P. MCLEROY, HUSBAND AND WIFE who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Ronda K. Mills
NOTARY PUBLIC

My Commission Expires:

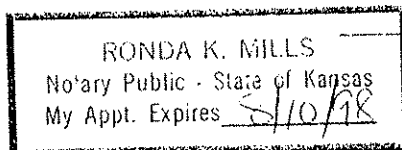


KANSAS ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 2nd day of November, 19 94 before me, the undersigned, a Notary Public in and for said County and State, came GREGORY D. PRIEB, PRESIDENT OF GREG PRIEB HOMES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Ronda K. Mills
NOTARY PUBLIC

My Commission Expires: