CENTURY FARMS

MASTER HOMES ASSOCIATION DECLARATION

INDEX TO

CENTURY FARMS
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Page

Definitions of Terms Used 1

ARTICLE I – MASTER HOMES ASSOCIATION MEMBERSHIP 3

ARTICLE II – VOTING RIGHTS 3

ARTICLE III – LAND ENTITLED TO BENEFITS 4

ARTICLE IV – OTHER LANDS – HOW THEY MAY BE ADDED 4

ARTICLE V – USE OF COMMON AREAS 4

ARTICLE VI – POWERS AND DUTIES OF THE MASTER HOMES ASSOCIATION 5

ARTICLE VII – METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS 7

ARTICLE VIII – LIEN ON REAL ESTATE 10

ARTICLE IX – EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR 10

ARTICLE X – MASTER HOMES ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS 11

ARTICLE XI – DEVELOPER ACTING FOR MASTER HOMES ASSOCIATION 11

ARTICLE XII – TO OBSERVE ALL LAWS 11

ARTICLE XIII – AMENDMENT 12

ARTICLE XIV – HOW TERMINATED 12

ARTICLE XV – COVENANTS RUNNING WITH THE LAND 13

ARTICLE XVI – CONTRIBUTIONS MADE BY DEVELOPER 13

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CENTURY FARMS
HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 27 day of March, 2018 by the undersigned, Century Farms Development LC, a limited liability company ("Developer").

WHEREAS, Developer is now developing portions of the community known as Century Farms and Developer 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 subjects 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

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

1. **"Board"** means the Board of Directors of the Homes Association.

2. **"Certificate of Substantial Completion"** means a certificate executed, acknowledged and recorded by the Developer with the Recording Office stating that all of the Lots in the District (as then contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any earlier time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

3. **"City"** means the City of Overland Park, Kansas.

4. **"Declaration"** means this instrument, as the same may be amended, supplemented or modified from time to time.

5. **"Developer"** means Century Farms Development LC, a Kansas limited liability company, and its successors and assigns.

6. **"District"** means collectively all of the above Lots in Century Farms, First Plat, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

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6. **"District"** means collectively all of the above Lots in Century Farms, First Plat, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

7. **"Common Areas"** means (i) Tracts B and C of Century Farms, First Plat and all additional property that may be designated by the Developer in writing as being a Common Area, which tracts shall be owned, managed and maintained by the Century Farms Homes Association for the use, benefit and enjoyment of the present and future Owners of land within the District.

8. **"Lot"** means each Single-Family Lot and Villa Unit within the District.

9. **"Annual Assessment"** means the annual assessment to be paid by each Lot as provided in Article VII below.

10. **"Homes Association"** means the Kansas non-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the District.

11. **"Owner"** means the record owner(s) of title to any Lot, including the Developer.

12. **"Recording Office"** means the Office of the Register of Deeds of Johnson County, Kansas.

13. **"Single-Family Lot"** means each separately platted Lot within the District that is not a Villa Unit upon which there will be, is being, or has been constructed a single-family residence.

14. **"Villa Unit"** means, collectively, (i) one of the residential units contained in a building with multiple residential units within the District that may be constructed on any platted Lot or Tract in an area subject to the Kansas Townhouse Ownership Act and (ii) the portion of the platted Lot or Tract that is allocated to such residential unit.

15. **"Turnover Date"** means the earlier of: (i) the date as of which 95 percent of all of the Lots in the District (as then contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

16. The term **"Restrictions,"** as used herein, shall specifically include those contained in the "Declaration of Restrictions" of Century Farms filed in the office of the Register of Deeds, Johnson County, Kansas aforesaid, and all amendments thereto.

ARTICLE I
HOMES ASSOCIATION MEMBERSHIP

Until the Turnover Date, the Homes Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner of a Lot, including the Developer as an Owner, shall be a Class B member. Until the Turnover Date, all voting rights shall be held by the Class A member, except that the Class B members shall have the sole right to vote on increases in annual assessments and to vote on any special assessments.

After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Lots in the District and every such Owner shall be a member.

Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot for which he is the Owner; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot. During any period in which a member is in default in the payment of any assessment levied by the Homes Association under this Declaration, the voting rights of such member shall be suspended until such assessment has been paid in full.

Subject to the foregoing, the Homes Association shall be the sole judge of the qualifications of each Owner to vote and their rights to participate in its meetings and proceedings.

After the Turnover Date, the Board of the Homes Association shall be divided by the Developer into a number of classes equal to the number of types of residential areas in the District (if more than one type of residential area exists), with each separate area in the District being entitled to elect from the members of the Homes Association residing in such area the member(s) of the Board of the class of directors assigned to such area. The size of the Board shall be at least five in number with the relative number of positions in each class for each area being as proportional as possible to the relative number of Lots in each area.

ARTICLE II
VOTING RIGHTS

The voting rights of a member shall be suspended for any period during which any assessment described herein, including interest and fees, remains unpaid.

At any regular or special meeting of the Homes Association, members may cast their vote in person or by proxy.

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

Unless the context clearly indicates to the contrary, decisions by the Homes Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.

ARTICLE III
LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by the Homes 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.

ARTICLE IV
OTHER LANDS – HOW THEY MAY BE ADDED

As a Class A member, Developer, at its discretion, may from time to time add to the District such land as is now or hereinafter owned or approved for addition by it, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and all amendments thereto.

ARTICLE V
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 Homes 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.

The Homes Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules for the use of any recreational facility, which may include one or more swimming pools and other amenities as determined by the Developer, in its sole discretion.

ARTICLE VI
POWERS AND DUTIES OF THE HOMES ASSOCIATION

6.1 The Homes Association shall have the following powers and duties, but not the obligation:

(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, maintain, protect and, when necessary, design, construct, reconstruct and replace protective lighting within the District when adequate service of that type is not available from any public source.

(c) To provide for the maintenance of any gateways, entrances, 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 exclusive use of the Owners in the District; and also to provide for the maintenance of any streams or natural water-courses within the District.

(d) To provide for maintenance, upkeep and repair of storm water treatment facilities in Common Areas, including, but not limited to, ponds, swales, creeks and "Best Management Practices" improvements; and to maintain and repair equipment related thereto, such as pumps, lines and irrigation devices.

(e) To provide for the operation and maintenance of and also to establish and enforce rules for the use by the members of any recreational areas, which may include clubhouse, tennis courts, swimming pools, playgrounds, green areas and parking areas, which now exist or which may hereinafter be included, created, owned or erected by the Association in the District.

(f) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Homes 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 semipublic places or Common Areas within the District.

(g) To enforce, either in its own name or in the name of any Owner within the District, any or all rules and 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 and other penalties, including suspension of services provided by the Homes Association or suspension of privileges to recreational areas in the District, for violations of such rules or 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 the general fund of the Homes Association as provided for herein. 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.

(h) To enter upon the portion of the Lot upon which or as to which such violation or breach exists and to summarily abate and remove, or repair and maintain, at the expense of the offending Lot Owner as a Special Assessment, any structure, thing or condition which may exist thereon, contrary to the intent and meaning of the provisions hereof, and the Declarant, the Homes Association, or their successors, assigns or agents shall not thereby be deemed guilty in any manner of trespass. Notwithstanding the foregoing, the Declarant and the Homes Association shall have no right or authority to alter (other than to repair) or demolish any items of construction without institution of judicial proceedings. So long as the Homes Association or the Declarant (as applicable), its agents, servants or employees exercise reasonable care in the performance of such repairs, maintenance or alterations, they shall not be liable to the offending Lot Owner for any damages caused in so doing. The cost of such work (including administrative expenses) shall be collected from the offending Lot Owner as a Special assessment in the same manner as other assessments.

(i) To enjoin, abate or remedy the continuance of any breach by appropriate legal proceedings, either at law or in equity; and/or

(j) To recover from the offending Lot Owner as a Special Assessment in any legal proceedings to enjoin, abate or remedy a breach, all costs of such action incurred through the Homes Association, including court costs and reasonable attorney fees.

(k) To manage and control as trustee for its members all improvements, including storm water 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.

(l) 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 Homes 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.

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

(n) To provide for the collection and disposal of rubbish and garbage, in the discretion of the Board of Directors of the Homes Association, when such services are not available from any public source.

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

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

(a) To provide for the clearing of snow from sidewalks and streets, when such services are not available from any public source.

(b) To provide such lights as the Homes Association may deem advisable on gateways, entrances or other features, and in other public or semi-public places, when such facilities arenot available from any public source.

(c) To provide for the cleaning of streets, gutters, catch basins and sidewalks and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(d) 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.

(e) To employ duly qualified peace officers for the purpose of providing such police protection as the Homes Association may deem necessary or desirable in addition to that rendered by public authorities.

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

ARTICLE VII
METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

7.1 For the purpose of providing a general fund to enable the Homes Association to exercise the powers and maintain the improvements and render the services herein provided for, each Lot within the District owned by a Class B 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 Homes Association from year to year, which assessment shall be paid to the Homes Association annually or at such other times as the Homes Association may determine in advance. Anything to the contrary herein notwithstanding, the Developer, in its sole discretion, shall fix the amount of annual assessment, for so long as Developer owns land within the District (including land added to the District). Thereafter, the Board of Directors of the Homes 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 owned by a Class B member 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 from the original builder, 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.

7.2 After the Turnover Date, the maximum annual assessment upon each Lot as aforesaid may be increased by the Board of the Homes Association on all the Lots in the District by an amount not exceeding 50 percent of the preceding year annual assessment which the Homes 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 100 percent 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, 51 percent of the votes of the Class B members present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefor. The Homes Association shall be empowered to levy and collect special assessments for capital improvements or repairs or additions in such amounts as the said Board deems reasonably necessary.

7.3 Unless the increases provided for in paragraph 7.2 of this Article VII 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 Homes Association, at a meeting specially called for such purpose, by an affirmative vote of 75 percent of the members present in person or by proxy, or by action taken under the terms of paragraph 7.5 of this Article VII, and in either such event, the rescission shall be effective commencing on the first day of the next succeeding year.

7.4 Whenever the Board of Directors of the Homes Association may deem it advisable to submit to the members a proposal under paragraph 7.2 of this Article VII for increasing or decreasing the amount of the annual assessments, it shall notify the members of the Homes 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; such notice shall be placed in the United States mail not less than 15 days prior to the date of such special meeting. Notices may be sent by electronic transmission to Owners who have requested notices by that method pursuant to the Bylaws.

7.5 The first general assessment hereunder shall be for the calendar year beginning January 1, 2019, and shall be due and payable 30 days after such assessment; future assessments shall be due and payable on January 1st of each year thereafter. Within 15 days from the levying of each assessment, the Homes Association shall notify all Owners of assessable Lots whose addresses are listed with the Homes Association of the amount of such assessment. Failure of the Homes 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 Homes Association to do so for any subsequent year. When the assessment is levied subsequent to the 1st day of December which precedes such fiscal year, then such assessment shall become due and payable not later than 30 days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Developer shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a prorated basis for the period of time ending December 31, 2018. The Board of Directors of the Homes Association may elect to permit collections subject to an additional administrative fee in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

7.6 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 Homes 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, unless otherwise provided herein. Electronic communication shall be sufficient if such method is requested by the Owners.

7.7 The Owner of each Lot subject to an annual assessment as herein provided in paragraph 7.2 of this Article VII shall by acceptance of a Deed to such Lot be taken to have agreed and does by these presents agree to pay to the Homes Association all assessments placed against such Lot in accordance herewith, and said Homes 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 Homes Association otherwise herein granted.

7.8 The Board of Directors of the Homes Association shall be empowered to levy and collect an initiation fee in such amount as it deems appropriate from the purchaser of each dwelling, as and when purchased.

ARTICLE VIII
LIEN ON REAL ESTATE

8.1 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 30 days from the date same is levied, then such assessment, from the 30th day after it has been levied shall bear interest at the maximum rate of interest then allowed in Kansas on judgments. In addition, monthly late fees may be assessed to delinquent accounts.

8.2 Within 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 Homes Association to bring suits to enforce such liens before the expiration thereof. The Homes 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 Homes Association shall be entitled to collect from the Owner or Owners of the property described therein a fee for preparation and recording. All attorney fees and other costs of collection 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 fees shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

8.3 Such liens shall continue for a period of five 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.

ARTICLE IX
HOMES ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Homes 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 Homes Association, of the official address of said Homes Association, the place and time of the regular meetings of the Homes Association, and the place where payments shall be made, and any other business in connection with said Homes Association may be transacted, and in

the case of any change of such address, the Homes Association shall notify all the Owners of the land within the District, insofar as their addresses are listed with the Homes Association, of the new address.

ARTICLE X
DEVELOPER ACTING FOR HOMES ASSOCIATION

Until relinquished as set forth below, 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 Homes Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Homes 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 in writing of such rights. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to the Homes Association any or all of the rights, reservations and privileges reserved by it in this Section 11, and upon such assignment or conveyance being made, the Homes Association shall exercise and assume such rights.

ARTICLE XI
TO OBSERVE ALL LAWS

Said Homes 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 Homes 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.

ARTICLE XII
AMENDMENT

12.1 Amendment by the Developer. During the Developer Control Period and not withstanding any other provision of this Declaration or any Supplementary Declaration, the Developer may unilaterally, without the approval of the Homes Association, the Owners or the Mortgagees, amend any portion of this Declaration or any Supplementary Declaration to: (i) make clarifying or corrective changes not materially, adversely affecting any Owner's rights or obligations hereunder; (ii) add any portion of the other lands as permitted by Article IV; (iii) withdraw any portion of the District; (iv) add provisions establishing a maximum Annual Assessment for Common Expenses; or (v) comply with any governmental requirements with

respect to the District or the Governing Documents and not materially, adversely affecting an Owner in a discriminatory manner.

12.2 Upon the affirmative vote of 66 percent of the votes of Class B members in person or by proxy at a meeting called for such purpose, and with the approval of the Class A member (so long as Class A membership exists), evidenced by a Declaration duly executed and acknowledged by such Class A and Class B members and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended. Provided, however, that the Developer retains the right to amend this Declaration, in its sole discretion, as it may relate to land added pursuant to Article IV above. And provided further that the Developer and Board of Directors of the Homes Association (after Developer relinquishes its rights hereunder) 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 Homes Association.

ARTICLE XIII
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 90 percent of the outstanding total votes of Class B and approval of the Class A member (so long as Class A membership exists), 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.

ARTICLE XIV
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 Developer and upon their successors and assigns.

ARTICLE XV
CONTRIBUTIONS MADE BY DEVELOPER

As conditions precedent to the development of the District, Developer has been required to pay to the City of Overland Park and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and

assigns, from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING DECLARATION TO CERTAIN REAL PROPERTY

Developer shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved and under the ownership or control of Developer, or its assigns. For purposes hereof, "unimproved" shall mean that no finished residence has been erected thereon and occupied. The Developer specifically reserves the right to carry on its business in the subdivision so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 27 day of March, 2018.

CENTURY FARMS DEVELOPMENT LC

"Developer"

By: Gary A. Verhaeghe

Printed Name: GARY A. Verhaeghe

Title: Manager

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 27th day of March, 2018, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Gary A. Verhaeghe, manager [title] of Century Farms Development LC, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Christina M Lawson
Notary Public

My appointment expires:

_____

CHRISTINA M. LAWSON
Notary Public - State of Kansas
My Appt. Expires 8-30-21

EXHIBIT "A"

Lots 1 through 45, inclusive, and Tracts A, B, and C, CENTURY FARMS, 1ST PLAT REPLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

BYLAWS

OF

CENTURY FARMS HOMES ASSOCIATION

ARTICLE I
General

Section 1. Name. The name of the Association is Century Farms Homes Association ("Association").

Section 2. Not for Profit. The Association is a corporation not organized for profit, and no dividends shall be declared by the board of directors nor shall any part of the net earnings or income of the Association be distributed to its members.

Section 3. Corporate Purpose. The Association has been organized to take all actions and do all things necessary or desirable to carry out the obligations and exercise the rights and powers imposed upon or given to the Association pursuant to the Declaration of Century Farms, First Plat, recorded with the Register of Deeds for Johnson County, Kansas, on 3-27-18, _____ in Book 201803 at Page 0077316.

Section 4. Principal Office. The principal office of the Association shall be located in Johnson County, Kansas, as may be designated from time to time by resolution of the Board.

Section 5. Other Offices. The Association may also have offices at such other places both within and without the State of Kansas as may be designated from time to time by resolution of the Board.

ARTICLE II
Membership and Voting Rights

Section 1. "Member" shall mean and refer to every person or entity that holds a membership in the Association, including any beneficiary of a trust holding legal title to one or more Lots.

Section 2. Membership. Every Owner shall be a Member of the Association, and each Owner, by acceptance of a deed for his Lot, covenants and agrees to be a Member of the Association, whether or not it shall be so expressed in any such deed or other conveyance. Ownership of a Lot shall be the sole qualification for membership, and there shall be only one membership per Lot. Each Member shall have one vote, which shall be exercised in person or by proxy by the Owner (or the person designated by an Owner comprised of more than one person and/or entity to hold such Owner's membership). However, no proxy shall be voted after 11 months from its date unless the proxy provides for a longer period. There shall be no cumulative voting in the election of directors or with respect to any other matter.

Until the Turnover Date, the Homes Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner of a Lot, including the Developer as an Owner, shall be a Class B member. Until the Turnover Date, all voting rights shall be held by the Class A member, except that the Class B members shall have the sole right to vote on increases in annual or special assessments as provided in the Declaration.

After the Turnover Date, there shall be only one class of membership, which shall consist of the Owners of the Lots in the District, and every such Owner shall be a member.

Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot for which he is the Owner; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot. During any period in which a member is in default in the payment of any assessment levied by the Homes Association under this Declaration, the voting rights of such member shall be suspended until such assessment has been paid in full.

Subject to the foregoing, the Homes Association shall be the sole judge of the qualifications of each Owner to vote and their rights to participate in its meetings and proceedings.

Section 3. Default Under Declaration. The voting rights of any Member who is in default in the performance or observance of any covenant or obligation of an Owner under the Declaration shall be suspended, and such Member shall not be entitled to vote on any matter or decision during the continuance of such default. The determination of whether any Member is so in default, and the time period during which such default exists, shall be made by the Board acting in good faith.

ARTICLE III
Meetings and Actions of Members

Section 1. Annual Meetings. The annual meeting of the Members shall be held during the first quarter of each year on such date as shall be set from time to time by the Board for the purpose of electing directors and transacting such other business as may come before the meeting.

Section 2. Special Meetings. A special meeting of the Members may be called at any time, for any purpose or purposes, by the President, by the Board, or upon the written demand of at least 10 percent of the Members in number, and as provided for in the Declaration. Such demand of the Members shall be signed, dated and delivered to any corporate officer and shall state the purpose or purposes of the proposed meeting. The close of business on the 30th day before delivery of the Members' demand for a special meeting is the record date for the purpose of determining whether the 10-percent requirement has been met. Business transacted at any special meeting of the Members shall be limited to the purposes stated in the notice of such meeting.

Section 3. Place of Meetings. All meetings of the Members shall be held at such place or places as may from time to time be fixed by the Board, or as shall be specified in the notices or waivers of notice thereof, and if the Board shall fail to fix the place for any meeting, such meeting shall be held at the Association's principal office.

Section 4. Notice of Meetings. Except when waived, written or printed notice of each meeting of the Members, stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be personally delivered or given by first-class or registered mail not less than 10 nor more than 60 days before the date of the meeting to each Member of record entitled to vote at such meeting.

Section 5. Waiver of Notice. Any notice provided or required to be given to the Members may be waived in writing by any of them, whether before or after the time of the meeting, with respect to which such notice was to be given. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except where the Member at the beginning of the meeting expressly objects to holding the meeting or transacting business at the meeting because the meeting is not lawfully called or convened.

Section 6. Membership List. The officer or other person designated by the Board who has charge of the membership records of the Association shall prepare, at least ten days before each meeting of the Members, a complete list of the Members of record, arranged in alphabetical order, and showing the address of each such Member. Such list shall be open to the examination of any Member, for any purpose germane to the meeting, during ordinary business days prior to the meeting and continuing through the meeting, either at a place within the city where the meeting will be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Member who is present. The membership list shall be the only evidence as to who are the Members of record entitled to examine the same or the books of the Association or to vote in person or by proxy at any meeting of the Members.

Section 7. Quorum. At any meeting of the Members, unless otherwise specified to the contrary in any provision of these Bylaws, the presence of Members or of proxies entitled to cast 10 percent of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. The Board shall have the power and authority, in its own discretion, to reduce the quorum requirement to no less than five percent if the Association is unable to secure the ten percent minimum at any properly called meeting of the Members or written ballot initiative.

Section 8. Action at Meetings. When a quorum is present at any meeting of the Members, the majority of votes of the Members who are present in person or by proxy shall decide any question brought before such meeting for a vote, unless the question is one upon which an express provision of the laws of the State of Kansas, the Declaration or the Association's Articles of Incorporation requires a different vote, in which case such express provision shall govern and control the decision on such matter.

Section 9. Action Without a Meeting. Any action which may be taken by the Members may be taken without a meeting if a consent or agreement in writing, setting forth the action so taken or approved, shall be signed by all of Members with respect to the subject matter thereof. Such agreement or consent shall be filed in the minute book of the Association.

Section 10. Members' Right of Inspection. Any Member of record, in person or by an attorney or other agent, upon compliance with applicable law, shall have the right during usual business hours to inspect, for any purpose reasonably related to such person's interest as a Member, the Association's Bylaws, membership list, books of account, records of the proceedings of the Members and directors, and the Association's other books and records, and to make copies or extracts therefrom at such Member's sole expense. When an attorney or other agent is the person who seeks to inspect any of such books or records, the demand to the Association shall be accompanied by a power of attorney or other written authorization to so act on behalf of the Member.

ARTICLE IV
Directors

Section 1. Management. All powers of management, direction and control of the Association, its properties and business affairs shall be vested in a board of directors (the "Board"). The directors, who must be Members of the Association, shall act only as a board, and the individual directors shall have no power as such.

Section 2. Number. The initial number of directors, which shall constitute the whole Board, shall be three. After the Turnover Date, the number of directors shall be five. The number of directors may be changed by an amendment of these Bylaws adopted by the Members; provided, however, the number of directors shall always be an odd number equal to or greater than three.

Section 3. Selection. After the Turnover Date, the directors shall be elected by the Members of the Association at the annual meeting of the Members, or, in the case of vacancies on the Board, selected in the manner provided in Section 4 of this Article.

Section 4. Vacancies. Any vacancies, however created, and any newly created directorships resulting from an increase in the number of directors, shall be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and each director so chosen shall hold office until the end of the term for which his or her predecessor was elected, unless sooner displaced as provided in this Article. If at any time there are no directors in office, then either (a) any officer or any Member of the Association may call a special meeting of the Members, in accordance with the provisions of Section 2 of Article III hereof, for the purpose of electing directors, or (b) the Members may elect a new Board by written consent as provided in Section 9 of Article III, and each director so chosen shall hold office until the next annual election and until his or her successor is duly elected and qualified, unless sooner displaced as provided in this Article.

Section 5. Election and Term of Office. The elected directors shall serve for staggered two-year terms of offices. At the expiration of the initial term of office of each such director, his or her successor shall be elected to serve a term of two years and thereafter, all directors shall be elected to serve terms of two years. Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Removal. Any one or more directors, whether selected by the directors or by the Members, may at any time be removed from office, with or without cause, at any special meeting of the Members called for such purpose, by a majority of the votes of the Members who are present in person at such meeting or by proxy. A director elected by the Board to fill the vacancy of a director elected by the Members may be removed without cause by the Members, but not the Board.

Section 7. Resignation. Any director may resign at any time upon written notice to the Association. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, upon receipt of such notice by the Association, and the acceptance of such resignation shall not be necessary to make it effective.

Section 8. Compensation. No director shall receive compensation for the services he or she may render to the Association as a director. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties as a director.

ARTICLE V
Meetings and Actions of Directors

Section 1. Annual and Regular Meetings. An Annual Board Meeting shall be held each calendar year immediately following the annual meeting of the Members at the location of such meeting of the Members or such other place as may be selected by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by the Board unless the meeting is either an emergency or in a schedule previously given to owners. Written notice of the place, day and hour of meetings shall be given to all owners as required by Kansas law (five days notice for regular meetings; 10 days notice for budget approval meetings).

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held at such place and time as may be specified by and when called by the President of the Association or by any director.

Section 4. Notice of Special Meetings. Written or printed notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called shall be delivered to each director not less than five days before the date of the special meeting, either personally or by mail, by or at the direction of the person(s) calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon

prepaid. Any meeting of the Board of Directors shall be a legal meeting without any notice thereof having been given if all directors shall be present.

Section 5. Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them, whether before or after the time of the meeting with respect to which such notice was to be given. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting unless the director, upon arriving at the meeting, objects to the meeting because the meeting is not lawfully called or convened.

Section 6. Quorum. At any meeting of the directors, a majority of the directors then holding office shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board, the directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Action at Meetings. When a quorum is present at any meeting of the directors, the vote of a majority of the directors present at such meeting shall be the act of the Board.

Section 8. Action Without a Meeting. Any action by the directors may be taken without a meeting if a consent or agreement in writing, setting forth the action so taken or approved, shall be signed by all of the directors then holding office. Such agreement or consent shall be filed in the minute book of the Association and shall be effective when the last director signs the consent or agreement unless the consent specifies a different effective date.

Section 9. Conference Telephone and Similar Communications. Any director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall be deemed to constitute presence in person at such meeting.

ARTICLE VI
Officers

Section 1. Selection. The officers shall be elected by the Board at each annual meeting, or at such other times as the Board deems necessary or appropriate. Such officers shall include a President, a Secretary and a Treasurer and may also include a Vice President and such other officers and assistant officers as the Board may from time to time determine, each of whom shall serve for a term of one year. Any number of offices may be held by the same person. Before the Turnover Date, officers need not be directors of the Association.

Section 2. Duties. The officers of the Association shall have the following duties:

a. President. The President shall be the chief executive and operating officer of the Association, with general executive powers and duties of supervision and management of the business of the Association, and shall see that all orders and

resolutions of the Board are carried out. The President shall execute all contracts, agreements, leases, deeds, easements, notes, mortgages and other documents and instruments on behalf of the Association except when the execution thereof is expressly delegated by these Bylaws or by the Board to some other officer or agent of the Association. The President shall preside at all meetings of the Members and directors at which the President is present, and shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws.

b. Vice President. The Vice President shall perform such duties and have such powers as the Board may from time to time prescribe or which the President may from time to time delegate. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President shall execute contracts, agreements, leases, deeds, easements, notes, mortgages and other documents and instruments on behalf of the Association, and shall preside at all meetings of the Members and directors, except that if the Vice President is not available to preside at a meeting of the Board, the President shall designate a member of the Board to so preside.

c. Secretary. The Secretary shall record all proceedings of the Board and the Members in a book to be kept for that purpose and shall perform like duties for committees when required. The Secretary may also give, or cause to be given, notices of all meetings of the Members and special meetings of the Board, and shall keep, or cause to be kept, a list of Members of record, and shall perform such other duties as may be prescribed by the Board or which the President may from time to time delegate. The Secretary, or such other person as the Board designates, shall have custody of the corporate seal of the Association and shall have authority to affix the seal to any instrument requiring it. The Secretary may attest any document or instrument signed by the President, Vice President or other authorized person on behalf of the Association.

d. Treasurer. The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. Subject to the provisions of this Article, the Treasurer shall disburse the funds of the Association, keeping appropriate records of such disbursements, and shall render to the Board, at its regular meetings or when the Board so requires, an account of all transactions as Treasurer and of the financial condition of the Association. If required by the Board, the Treasurer shall give the Association a bond (which shall be renewed as often as the Board requires), in such amount and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of this office.

Section 3. Vacancies. Any vacancies, however created, and any newly created offices, shall be filled by the Board, and each officer so chosen shall hold office until the next annual election, unless sooner displaced as provided in this Article, and until his or her successor is duly chosen and qualified.

Section 4. Removal. All officers shall serve at the pleasure of the Board, and any one or more officers may at any time be removed from office, with or without cause, by the Board.

Section 5. Resignation. Any officer may resign at any time upon written notice to the Board. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, upon receipt of such notice by the Board, and the election and qualification of the resigning officer's successor and the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Compensation. All officers of the Association shall serve without compensation.

ARTICLE VII
Committees

Section 1. Architectural Control Committee. As provided for in further detail in the Declaration, the Association shall have an Architectural Control Committee (the "Committee") which shall consist of three Members designated and replaced from time to time by the Board as provided in the Declaration. Such powers and duties shall be vested in the Board of the Association or in a committee duly appointed by such Board.

Section 2. Term; Successors; Compensation; Liability.

a. Each member of the Committee shall serve on the Committee until such member resigns. or is removed by the party who appointed such member to serve on such Committee. Without limiting the foregoing, the appointing party may remove its appointed member of the Committee at any time for any reason.

b. In the event of the death, resignation or removal by the appointing party of any member of the Committee, such appointing party shall have full authority to designate and appoint a successor within a reasonable period of time. If no such appointment is made on a timely basis, the remaining member(s) of the Committee shall appoint a successor member.

c. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 3. Authority. The Committee shall have the rights, powers, duties and obligations set forth in the Declaration.

Section 4. Other Committees. The Association may have such other committees as may be deemed necessary or desirable from time to time, the Members of which shall be appointed and shall have such rights, powers, duties and obligations as shall be determined by the Board.

ARTICLE VIII
Notices; Record Date

Section 1. Written Notice. Except as may be otherwise required by the laws of the State of Kansas, all notices to directors and Members of record shall be in writing and given in the manner provided in these Bylaws,

Section 2. Waiver. Whenever any notice is required to be given by the laws of the State of Kansas or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 3. Record Date. The Board shall have the power to establish a date which is not less than 10 days nor more than 60 days preceding the date of any meeting of Members or the date established for the making of any decision by the Members without a meeting, as the record date for determination of who are the Members of record entitled to vote thereon; and if the Board establishes such a record date, then only the persons who are Members of record on such date shall be entitled to notice of and to vote at such meeting or any adjournment thereof or to vote on any such decision (subject, however, to all of the other provisions of these Bylaws regarding voting rights).

ARTICLE IX
Amendments

These Bylaws may be amended, altered or repealed by a vote of the Members in accordance with the terms of these Bylaws. No amendment shall be contrary to or supersede the provisions of the Declaration or the Articles of Incorporation.

ARTICLE X
Indemnification

Section 1. General. The Association shall indemnify and hold harmless every director and officer, his or her heirs, executors and administrators, against all loss, cost, judgment and expense, including attorneys' fees, to the fullest extent permitted by the laws of the State of Kansas, as amended from time to time. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in connection with the defense of a civil or criminal action, suit or proceeding or in connection with the initiation of an action, suit or proceeding by such person to enforce his right to indemnification and advancement of expenses pursuant this section, shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association. In no event shall any advance be made in instances where the Association reasonably determines that such person's conduct was knowingly fraudulent, deliberately dishonest or willful misconduct. The Association may obtain indemnification insurance for such purpose. The foregoing rights shall not be exclusive of other

rights to which such director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions and any premiums for indemnification insurance shall be treated and handled by the Association as a common expense; provided, however, that nothing in this Article X shall be deemed to obligate the Association to indemnify any Owner who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or damage or liabilities incurred by him or her solely in his or her capacity as an Owner.

Section 2. Definition of Association. For purposes of this Article, references to "the Association" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify any person identified in Section 1 of this Article, so that any such person who served in any such capacity for such constituent corporation, or is or was serving in any such capacity at the request of such constituent corporation, shall stand in the same position under this Article with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Section 3. Continuance of Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to an indemnified person who has ceased to serve in such capacity and shall inure to the benefit of the indemnified person's heirs, executors and administrators.

ARTICLE XI
Compliance

These Bylaws are designed to comply with the requirements of the Kansas Corporation Code. In case any provision of these Bylaws shall conflict with the provisions of such statutes, the provisions of the statutes in question will apply.

Adopted this 27 day of March, 2018.

Gary A. Verhaeghe
President
GARY A. Verhaeghe

Gary A. Verhaeghe
Secretary
GARY A. Verhaeghe

CENTURY FARMS

DECLARATION OF RESTRICTIONS

INDEX TO

CENTURY FARMS
DECLARATION OF RESTRICTIONS

Page

Section 1 – Definition of Terms Used 1

Section 2 – Persons Bound by These Restrictions 2

Section 3 – Assignment of Developer's Rights 2

Section 4 – Release or Modification of Restrictions 3

Section 5 – Severability 4

Section 6 – Approval of Plans; Post-Construction Changes 4

Section 7 – Building Material Requirements 5

Section 8 – Restrictions 6

Section 9 – Easements 9

Section 10 – No Liability for Approval of Disapproval; Indemnification 10

Section 11 – Covenants Running With Land; Enforcement; Waivers 10

Section 12 – Additional Lands 12

Section 13 – Miscellaneous 12

Section 14 – Option to Waive or Modify 12

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CENTURY FARMS

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of the 27 day of March, 2018 by the undersigned, Century Farms Development LC, a Kansas limited liability company ("Developer").

WHEREAS, Developer is now developing portions of the community known as Century Farms and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to the said community.

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and its successors, grantees and assigns, hereby agrees that all of the lots, tracts and land shown described on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

Section 1
Definition of Terms Used

For the purposes of these restrictions, the word **"Developer"** shall mean Century Farms Development LC, a Kansas limited liability company.

The word **"Street"** shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of the real property described on Exhibit "A" or plats of land subsequently encumbered with this Declaration.

The word **"Outbuilding"** shall mean an enclosed or unenclosed, covered structure of any kind, not directly attached to the residence to which it is appurtenant.

The word **"Lot"** may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered Lots, as platted, or part or parts of one or more numbered Lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. 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.

The word **"Tract"** shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The terms **"District"** or **"Subdivision"** as used in this Declaration shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as **"Century Farms"**). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "District" and "Subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration, including any future modifications thereof.

CENTURY FARMS

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The term **"Lot"** 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 thereof is 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 **"Association"** shall mean the Century Farms Homes Association, a Kansas not-for-profit corporation, or such other name chosen by the Developer.

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

Section 2
Persons Bound by These Restrictions

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described Lots and land hereby restricted shall be taken to hold and agree and covenant with the Owners of said Lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2038; provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all Owners within this Subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2038, and shall be automatically continued thereafter for successive periods of 20 years each, unless the Owners release, change, amend or alter any or all of the said restrictions pursuant to Section 4 herein.

Section 3
Assignment of Developer's Rights

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

Section 4
Release or Modification of Restrictions

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2038, and shall automatically be continued thereafter for successive periods of 20 years each; provided, however, that the Owners of at least a majority of the Lots within the District as then constituted may release the District from all or part of such provisions as of December 31, 2038, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2038, or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration also may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least 60 percent of the Lots within the District as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Association, under express authority and action of the Board. After the recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75 percent or more of the full number of directors on the Board of the Association and then approved at a duly held meeting of the members of the Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least 60 percent of the Lots.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the District or any part of the District or any Lot in the District, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the District or any other area, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, or (iv) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the District. No such amendment by the Developer shall require the consent of any Owner or the Association.

(c) If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on

behalf of the Developer and the now-living children and grandchildren of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

Section 5
Severability

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

Section 6
Approval of Plans; Post-Construction Changes

No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any Lot until construction plans and specifications, including a plan showing location on the Lot, have been approved by the Architectural Control Committee. The ACC shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the ACC.

(a) The ACC will be composed of the Board of Directors of the Association, or a subcommittee designated by it. Until such time that there exists a Board of Directors of the Association, the Developer will act as the ACC. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(b) The ACC shall have control over completed homes in Century Farms at or after the recording of this Declaration. Exclusive control over approval of new homes to be constructed after the date of the filing of this Declaration shall be vested solely in Developer until such time as the homes are sold and the Owners thereof become subject to this Declaration of Restrictions and any Homes Association Declaration, at which time said homes will then become subject to the ACC.

Section 7
Building Material Requirements

(a) Exterior walls, windows and exterior doors of all residences and all appurtenances thereto shall be comprised only of materials approved in writing by the Developer or the ACC. Exterior concrete blocks shall not be permitted as a finished surface. Exterior walls shall be covered with materials commonly known as stucco. No windows or

exterior doors may be silver or other similar finish. Roofs of residences shall be covered with wood shingles, wood shakes, concrete tiles, clay tiles, slate, or high-quality composition shingles, all of the specific types, colors styles, dimensions and other aesthetic factors approved by the Developer or the ACC in writing. All composition roofing shingles shall carry a minimum 50-year manufacturer warranty. Notwithstanding the foregoing provisions of this Section 7 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the ACC, in its absolute discretion, shall be acceptable upon written approval by the ACC in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the ACC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

The ACC shall have the absolute discretion to approve building, construction and fencing materials that may now or hereafter exist, and which would otherwise be prohibited by these Restrictions, upon a finding that the use of such materials will not be injurious to the values of existing homes in Century Farms.

Notwithstanding the foregoing, recreational buildings and structures owned by the Association may utilize additional building materials not authorized above.

(b) All applicable exterior components (excluding roofs, brick, stone, and similar components) shall be covered with a workmanlike finish of paint or stain. No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed above final grade shall be painted the same color as the residence and, if exposed in excess of 12 inches above final grade, shall be covered with siding compatible with the structure.

(c) No air conditioning apparatus or unsightly projection shall be attached to or located on the front of any residence. No window air condition or heating units shall be permitted.

Section 8
Restrictions

(a) No Lot in Century Farms shall be used for any purpose except residential single-family residences. No building shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached single-family dwelling not to exceed three stories in height and an attached private garage for not less than two cars.

(b) All residences shall have a total finished floor area of not less than 2,000 square feet. The Developer reserves the right to approve in writing variances up to 10 percent from the foregoing minimum square footages on a case-by-case basis.

(c) No building shall be located nearer than 25 feet to the existing street lot line as shown in the recorded plat(s) of Century Farms or the setback required by city ordinance, whichever is more restrictive.

(d) No building shall be located nearer than five feet to any interior lot line, or as required by city ordinance, whichever is more restrictive.

(e) For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building; provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another Lot.

(f) No fencing shall be permitted upon any of the Lots unless such fencing shall be wrought iron (or aluminum or steel that is manufactured and constructed to resemble wrought iron) and built with methods and materials which harmonize with external design of buildings in Century Farms; all such fences must be approved in writing by the ACC. No fence shall exceed 48 inches in height unless specifically approved for a greater height by the ACC. The location of fences shall follow the property lines unless otherwise approved in advance by the ACC. All decks shall beconstructed of materials approved by the ACC.

(g) All houses shall have external driveways consisting exclusively of properly constructed concrete surfaces. All Lots, regardless of house location thereon, shall be fully sodded; provided, however, no sodding shall be required where, in the opinion of the ACC, soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

(h) Each Lot shall be used for only single-family residential purposes; provided, however, that the Developer reserves the right to utilize one or more Lots for common areas or common amenities, or sales offices. No Lot shall be in any way subdivided. The Board of Directors may establish rules and regulations for the use of a portion of a home by the Owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the home; and provided, further, that use of any Lot for day care (child or adult) purposes is prohibited.

(i) No flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

(j) No residence shall be more than three stories in height, except that split-level construction shall be permitted.

(k) No trailer, basement, tent, shack, garage, barn or Outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

(l) No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details, and such dwelling or residence must be fully completed within 12 months after the first earth excavation is started, unless an extension of such time is granted in advance by the ACC. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three months without the commencement of repair or reconstruction, unless an extension of such time is granted in advance by the ACC.

(m) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three dogs or cats (or combination thereof) shall be kept or maintained on any Lot. Animal runs and exterior animal houses are prohibited. In the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the Subdivision, such animal shall be removed from the Subdivision by the Owner thereof. In the event the Owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

(n) No bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, watercraft, tractor, truck with a capacity in excess of 3/4 ton, truck with camper attached, or boat shall be parked or left outside on any Lot for more than 24 hours at any one time. Such vehicles shall be stored in a garage if kept on a Lot for more than 24 hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the Street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any Lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any Lot.

(o) All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles, and for the purpose of cleaning the garage area, removal or replacement of items stored in the garage area and when otherwise reasonably necessary.

(p) No exterior clotheslines or poles (including flagpoles, unless attached to a dwelling) may be erected or maintained on any of the Lots hereby restricted.

(q) No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the Lots hereby restricted, except during a 60-day period beginning November 15th of each calendar year.

(r) No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except on Lots that have residences under construction.

(s) No radio or television aerial wire, antenna, antenna tower, or energy collector, or satellite dish in excess of 36 inches in diameter, whether permanent or temporary, shall be maintained outside of any structure. Provided, however, that prior ACC approval shall be required for satellite dishes of 36 inches or less. The ACC shall have the power to specify location, screening and aesthetic requirements in connection with satellite dishes approved.

(t) No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.

(u) No trash, ashes or other refuse shall be thrown, dumped or placed upon any undeveloped portion of the Subdivision.

(v) Lawns and landscaping shall be kept in good condition as soil, climate and other natural conditions permit. Grass shall not be permitted to reach a height of six inches or more or otherwise create an unsightly appearance; noxious weeds shall be controlled and destroyed; and litter shall not be allowed to accumulate on any Lot. In the event such grass is not kept within the height limitation above, weeds are not destroyed and/or litter control maintained, the Association shall have the right to enter such Lot, after providing written notice to the Owner, to have such grass cut, destroy the offensive weeds, or remove the litter, and the cost thereof shall be collected from the Owner in the same manner as Association assessments. Trees and shrubs shall be maintained according to good forestry practices.

(w) Any property Owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the ACC. No above-ground or above-grade swimming pools shall be permitted. No tennis courts or sports courts shall be allowed unless constructed on common areas or areas owned by the Association. No trampolines shall be allowed.

(x) No storage buildings or Outbuildings shall be allowed.

(y) No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any Lot without prior written approval of the ACC.

(z) Basketball goals may be erected only with the prior written approval of the ACC. All basketball goals shall be permanently installed, free-standing on poles, and shall not be portable or attached to any residence or building. Poles, nets, hardware, backboards and braces shall be kept in good condition, and backboards shall be of a transparent or clear material. Poles must be black or dark green. No playground structures or equipment shall

be allowed on any Lot without the prior written consent of the ACC; provided, however, that playground structures shall be constructed predominantly of wood or wood products.

(aa) No sign of any type shall be erected, placed or maintained on any Lot or on any structure on a Lot without the prior approval of the ACC, except that Subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Developer or the Board of Directors with the consent of the Developer (so long as Developer owns land in the Subdivision). For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer. The Homes Association may develop guidelines for maintaining temporary signs such as "for sale" signs, or school spirit signs.

(bb) No residence or Lot or any portion thereof may be leased or rented for a period of less than six months. All leases or rental agreements shall be in writing, and the Owner of the Lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association.

(cc) No hunting or use of firearms or archery equipment shall be permitted in the Subdivision.

(dd) No artificial vegetation, except holiday decorations between November 15 to January 15, shall be permitted on the exterior of any Lot. Exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the ACC.

(ee) No residence shall have basement doors or windows within three or fewer feet of the 100-year water surface elevation adjacent to the Lot.

(ff) It is agreed that if the Owner of any vacant Lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the ACC shall have authorization to do so, and the cost thereof may be taxed as a lien against the property.

Section 9
Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each Tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Tract, except for those improvements for which a public authority or utility company is responsible. Further, Developer reserves an easement, in gross, over each Lot to ensure compliance with local, state and federal environmental laws and regulations dealing with water, silt and debris

containment; said easement shall continue until all Lots in Century Farms are fully sodded and the grounds stabilized.

Section 10
No Liability for Approval or Disapproval; Indemnification

(a) Neither the Developer, nor the Association, nor any member of the ACC or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines, or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Association, the Board, the ACC, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Association, the Board, or individual sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Association shall indemnify each officer and director of the Association, each member of the ACC, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association or member of the ACC), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

Section 11
Covenants Running With Land; Enforcement; Waivers

The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Community. The Developer, and its successors, assigns and grantees, and all parties claiming by, though or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that

neither the Developer, the Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed or allowed to continue during his ownership; provided, however, that (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in this Section, prior to the transfer of ownership.

The Developer, the Association, and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions, reservations and other provisions set forth in this Declaration, in addition to any action at law for damages. To the maximum extent permitted by law, if the Developer or the Association files such court action and is successful in obtaining a judgment or consent decree in such court action or otherwise obtaining compliance by the breaching party, the Developer and/or Association shall be entitled to receive from the breaching party, as part of the judgment or decree or any dismissal or settlement, the actual legal fees, costs and expenses incurred by the Developer and/or Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

In addition to the specific provisions of this Declaration that allow the Developer or ACC to make certain decisions or give permission for certain matters, the Developer or ACC, or the Association (acting through the Board) may, under special situations or circumstances, as determined by it, allow variances or waivers of the requirements or terms set forth in this Declaration. Any such variation or waiver so granted by the Developer or ACC or the Association shall not constitute a waiver of such requirement or term in any other situation or under any other circumstances.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and

delivered waiver by the Association, acting upon a decision of the Board, respecting a specific violation or potential violation of this Declaration with respect to a specific Lot shall constitute and be deemed as a waiver by all other persons and entities (other than the Developer) of such violation or potential violation.

Section 12
Additional Lands

The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the District and Subdivision at any time, by document recorded in the land records of Johnson County, Kansas.

Section 13
Miscellaneous

As conditions precedent to the development of Century Farms, Developer has been required to pay to the City of Overland Park and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding. It is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

Section 14
Option to Waive or Modify

The Developer shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein, and make same applicable to all real property in the Subdivision so long as Developer owns real property within the Subdivision. Further, Developer shall have the right to waive or modify any or all of the restrictions or covenants contained herein only as to a specific Lot that remains undeveloped or unimproved and under the ownership or control of Developer, or its assigns. For purposes hereof, "unimproved" shall mean that no finished residence has been erected thereon and occupied. The Developer specifically reserves the right to carry on its business in the Subdivision so long as Developer owns land within the Subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 27 day of March, 2018.

"Developer"

CENTURY FARMS DEVELOPMENT LC, a Kansas Limited Liability Company

By: Gary A. Verhaeghe

Printed Name: Gary A. Verhaeghe

Title: Manager

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 27th day of March, 2018, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Gary A. Verhaeghe, Manager [title] of Century Farms Development LC, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Christina M Lawson
Notary Public

My appointment expires:

CHRISTINA M. LAWSON
Notary Public - State of Kansas
My Appt. Expires 8-30-21

EXHIBIT A

Lots 1 through 45, inclusive, and Tracts A, B, and C, CENTURY FARMS, 1ST PLAT REPLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.