

Post Oak Farm Homes Association

Official BY-LAWS/ DECLARATION OF RESTRICTIONS

Revised Documents

Approved by 67%
Notarized Signature Vote
Of All Post Oak Farm Homeowners
12-17-2004

BY-LAWS (As Revised October 28, 2004) OF THE POST OAK FARM HOMES ASSOCIATION, INC.

ARTICLE 1 -- MEETING OF MEMBERS

Sec. 1 -- Annual Meeting. The annual meeting of members shall be held between September 1 and October 15 of each year in Johnson County, Kansas, at a location to be designated each year by the Board of Directors. The official mailing address of the corporation shall be designated by the Board of Directors. Fifteen (15) days prior to the annual meeting, the *treasurer* shall serve personally, or by mail, a written notice thereof, addressed to each member at his address as it appears on the records of the Association.

Sec. 2 -- Quorum. Eight members present at regular or special meetings of members shall constitute a quorum. A majority of all votes cast, whether in person or by proxy, at any meeting of the members shall determine any question unless otherwise provided by the By-Laws.

Sec. 3 -- Special Meetings. Special meetings of the members, other than those regulated by statute, may be called at any time by a majority of the directors. Notice of such meeting stating the purpose for which it is called shall be served personally or by mail, not less than ten (10) days before the day set for such meeting. If mailed, it shall be directed to a member at his address as it appears on the records of the Association. The Board of Directors shall also, in like manner, call a special meeting whenever so requested in writing by twenty (20%) percent of the members of the Association. No business other than that specified in the call for the meeting shall be transacted at any special meeting of the members.

Sec. 4 -- Voting. At all meetings of the members, all questions, the manner of deciding which is not specifically regulated by these By-Laws shall be determined by a majority vote of the members present in person or by proxy, provided, however, that any qualified voter may demand a membership vote, in which case each member present, in person or by proxy, shall be entitled to cast one vote for each assessable lot or tract owned by him within the district as the same is defined by the Articles of Incorporation of the Corporation. All voting shall be via a standing, arm or voice vote, with one vote per assessable lot, except that a membership vote and the election of the Board of Directors, shall be by numbered ballots, distributed to each Member ten (10) days prior to the election, each of which shall state the name of the member voting and the number of assessable lots or tracts within the district, as defined above, owned by him, and in addition, if such ballot be cast by proxy, the name of the proxy shall be stated. In the event of a membership vote, aforesaid, not more than one vote shall be cast for each assessable lot or tract within said district.

Sec. 5--Order of Business. The order of business at all meetings of the members shall be as follows:

1. Roll Call
2. Proof of Notice of Meeting
3. Appointment of parliamentarian at discretion of presiding officer
4. Reading of minutes of preceding meeting
5. Report of officers
6. Election of inspectors of election
7. Election of directors at the annual meeting
8. Unfinished business
9. New business -- Only agenda items placed with the Board of Directors five (5) days prior to meeting shall be discussed as new business; however, the Board of Directors may waive this requirement
10. The budget shall be presented, discussed and approved by the membership at the annual meeting.

ARTICLE 2 -- DIRECTORS

Sec. 1 -- Number. The affairs and business of this corporation shall be managed by a board of not less than six (6) nor more than ten (10) area directors along with the Director at Large/Vice President (as provided for in Section 2 of this Article 2) who shall be members that have paid their assessment as members of The Post Oak Farm Homes Association, Inc. (hereafter "Association" or POFHA") There shall be only one (1) director from each area, the number of which areas and properties to be included in such areas all to be determined by the Board of Directors as provided for in Article 2.

Sec. 2 -- How Elected and Term of Office. The election of Directors from all odd numbered areas and even numbered areas will be in alternate years. An additional Board Member (who shall function as Director at Large/Vice President) will be elected at large, from the entire membership. The term of the Director at large shall be for one (1) year. At subsequent annual meetings of the members, those persons receiving a majority of the votes cast shall be deemed elected as Directors to succeed those persons whose terms are expiring. Except as provided in Section 2 of this Article 2 and applicable to the first election of the Directors of the Corporation, no person shall serve as a Director of this Association for more than two (2) consecutive terms.

Sec. 3 -- Duties of Directors. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association, as they may deem proper, not inconsistent with these By-Laws and the laws of the State of Kansas. The Directors shall have the duty and obligation to determine and cause to be levied the annual assessment as authorized by the Homes Association Declaration.

Sec. 4 -- Directors' Meetings. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the members, and such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the president at any time, and shall be called by the president or the secretary upon the written request of four directors.

Sec. 5 -- Notice of Meetings. Notice of meetings, other than the regular annual meetings shall be given by service upon each director in person, or by mailing to him at his last known post-office address, at least 5 days before the date therein designated for such meeting, including that day of mailing, of a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting and no other business other than that specified in-such notice shall be transacted at any special meeting. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted as if the meeting has been duly called.

Sec. 6 -- Quorum. At any meeting of the Board of Directors, four (4) of the board shall constitute a quorum for the transaction of business, but in the event of a quorum not being present, a lesser number may adjourn the meeting to some future time, not more than five days later.

Sec. 7 -- Voting. At all meetings of the Board of Directors, each director shall have one vote, provided the President shall vote to break ties.

Sec. 8 -- Vacancies. Vacancies in the Board of Directors occurring between annual meetings shall be filled for the un-expired portion of the term by appointment by the President with approval by 4 members of the Board within 45 days of the vacancy.

Sec. 9 -- Removal of Directors. Any one or more of the directors may be removed with cause, at any time, by a vote of 2/3 of the members of the Association, at any special meeting called for that purpose.

ARTICLE 3 – OFFICERS

Sec. 1 -- Number. The officers of this Association shall be:

1. President
2. Director at Large/Vice-President
3. Treasurer
4. Secretary

Sec. 2 -- Election. The President shall succeed to this office from the Director at Large/Vice President. The Director at Large/Vice President shall be elected from the entire membership. The Treasurer shall be elected annually by the Board of Directors and shall have his annual assessment waived. The Secretary shall be appointed by the President and shall receive no compensation. Officers can be any member of the Association who has paid his assessment.

Sec. 3 -- Duties of Officers. The duties and powers of the officers of this Association shall be as follows:

President. The President shall preside at all meetings of the Board of Directors and members.

He shall be present at each annual meeting of the members and directors and present at such meeting a report of the conditions of the business of the Association.

He shall cause to be called regular and special meetings of the members and directors in accordance with these By-Laws.

He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the Association other than the duly appointed officers, subject to the approval of the Board of Directors.

He shall see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law.

He shall sign all notes, drafts, or bills of exchange, warrants or other orders for the payment of money duly drawn by the treasurer except approved budget items.

He shall enforce these By-Laws and perform all the duties incident to the position and office, and which are required by law.

He shall have a vote at any Board of Directors meeting to break a tie.

He shall be custodian of the records (except financial records) and of the seal, and affix the latter when required, or he or she may instruct the Secretary to do so.

He shall present to the Board of Directors at their stated meetings all communications addressed to him officially by any other officer or member of the Association.

He shall attend to all correspondence.

Director at Large/Vice President. During the absence and inability of the President to render and perform his duties or exercise his powers, as set forth in these By-Laws or in the acts under which this Association is organized, the same shall be performed and exercised by the Director at Large/Vice President; and when so acting, he shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon such President.

Secretary. The Secretary shall be appointed by the President and keep the minutes of the meetings of the Board of Directors and of the members in appropriate books.

He shall give and serve all notices of the Association.

Treasurer. The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the association, and deposit all such funds in the name of the Association in such bank or banks, savings and loan, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He shall sign, make, and endorse in the name of the Association, all checks, drafts, warrants, and orders for the payment of money, and pay out and dispose of the same and receipt therefore, under the direction of the President or the Board of Directors.

He shall exhibit at all reasonable times, his books and accounts to any directors or members of the Association upon application at the office of the Association during business hours.

He shall render a statement of the condition of the finances of the Association at each regular meeting of the Board of Directors, and at such other times as shall be required of him, and a full financial report at the annual meeting of the members.

He shall keep correct books of account of all its business transactions and such other books of account as the Board of Directors may require.

He shall notify members of their annual assessment as levied by the Board of Directors and, under direction of the board, effect collection of same.

He shall do and perform all duties pertaining to the office of the Treasurer.

He shall have his books audited at the end of each fiscal year by three members of the Association who are not directors. At the discretion of the Board of Directors or Audit Committee, he shall have his books reviewed at the end of each fiscal year by a certified public accountant chosen by the Board of Directors, with the same to result in a written opinion of the said certified public accountant (compilation report).

He shall be custodian of the financial records of the Association.

He shall keep accurate records reflecting the owners of the real estate within the district, alphabetically arranged, their respective places of residence, their post-office address, the number of lots or tracts owned by each, and the time at which each person became such owner; and keep such record, subject to the inspection of any member of the Association, and permit such member to make extracts from said books to the extent and as prescribed by law.

He shall present to the Board of Directors at their stated meetings all communications addressed to him officially by the President or any other officer or member of the Association.

Sec. 4 -- Bond. The Treasurer shall be required by the Board of Directors to provide bond which shall be paid for by the Association.

Sec. 5 -- Vacancies, How Filled. All vacancies in any office shall be filled for the unexpired portion of the term by appointment by the President with approval by 4 members of the Board within 45 days of the vacancy.

Sec. 6 -- Compensation of Officers. The officers shall receive no salary or compensation except that the treasurer shall have his annual assessment waived.

Sec. 7 -- Removal of Officers. The Board of Directors may remove any officer by a majority vote of all directors at any time with or without cause.

ARTICLE 4 -- MEMBERSHIP

Sec. 1 -- Every "owner" of a "lot" included within the "District" together with the "owners" of any other land which may from time to time be made subject to all of the terms and provisions of the "Declaration," shall be a member of the "Association."

Sec. 2 -- Members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments are imposed against each "lot.." Further, the Members are subject to the payment of special assessments levied by the Board of Directors against any of the Lots that the Board of Directors determines have failed to comply with provisions, requirements, and/or restrictions of these By-Laws, the Post Oak Farm Declaration of Restrictions, and the Homes Association Declaration, and as any of the same have been amended from time to time. Such assessments shall become a lien on the lot(s) against which such assessments are made as provided by Sections 5 and/or 6 of the "Declaration" to which the "district" is subject and which is recorded in Misc. Book 227 at Page 237 of the office of the Register of Deeds of Johnson County, Kansas, provided such special assessments levied by the Board of Directors against any of the lots as provided for

above shall become liens on the property against which assessments are made as of the date provided for in Section 2(A) of this Article 4."

Sec. 2a -- To carry out the enforcement of all provisions, requirements, and/or restrictions of these By Laws, the Post Oak Farm Declaration of Restrictions and the Homes Association Declaration and as any of the same have been or may be amended from time to time, the Board of Directors shall follow the schedule of special assessments as written and set forth below:

- 1) Notification shall be given by certified mail of each infraction and shall require compliance within 30 days.
- 2) Upon expiration of the 30-day period provided for in subsection (1) above, a second notification shall be issued by certified mail for each infraction not remedied at such time, and same shall levy and give notice of a special assessment of \$25 for each infraction. The notice shall state that a period of 15 days shall be given to comply and to pay the assessment(s).
- 3) Upon expiration of the second notification as provided for above, a third and final notification shall be issued by certified mail for each infraction, levying a special assessment of \$50 per infraction, the same to be in addition to the assessment provided for in subsection (2) above. A period of 15 days shall be given to comply with the third notification and to pay the total assessments due.
- 4) If at the end of the total period of time provided for in subsections (1), (2), and (3) above (60 days), any of the assessments made remain unpaid, such assessments shall become a lien on the lot against which such assessments were made and the same shall occur automatically upon the expiration of the said 60 day period. At such time, membership privileges as defined in Section 3 of this Article 4 shall also be suspended notwithstanding any other provision within these By-Laws to the contrary.
- 5) The provisions of this Section 2(a) of Article 4 of the By-Laws shall be in addition to all other remedies and powers provided for in these By-Laws or those under the Post Oak Farm Declaration of Restrictions and the Homes Association Declaration referred to above, all as the same have or may be amended from time to time.
- 6) At any time during the procedure set forth in this Section 2(a), the homeowner has the right of appeal to the Board of Directors of Post Oak Farm Homes Association, Inc., provided such appeal may be exercised only by written notice served upon an officer of the Association, and provided further the time periods and other provisions of this Section 2(a) shall be stayed upon serving of such written notice of appeal and shall remain stayed until the date a final determination of the Board of Directors is mailed to the homeowner.
- 7) Upon receipt of an appeal as described in subsection (6) above, the Board of Directors will schedule a hearing at which time the homeowner may present reasons why a fine should not be imposed. A notice will be sent to the homeowner stating the exact date, time and place of the meeting of the Board of Directors which will hear the matter. The party against whom the special assessment is sought shall be given not less than fourteen (14) days notice of the hearing.
- 8) At the hearing described in subsection (7) above, the party against whom the special assessment may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument of all issues involved, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association in making the determination to levy the special assessment. A written decision of the Board of Directors shall be submitted to the party not later than ten (10) days after the meeting at which the determination is made.
- 9) The amounts provided for in this Section 2(a) may be amended from time to time for good cause only as determined solely by the Board of Directors. Notice shall be given to the affected lot whenever such amounts are changed.

Sec. 3 -- Membership rights are predicated upon the payment of assessments by any person whose interest in the "district" is subject to assessment under these By-Laws. Voting rights and speaking rights at any Association meeting will be suspended automatically for any member with an unpaid assessment upon the sixtieth (60th) day after the treasurer has delivered the annual assessment notices. Other membership rights, including the use and enjoyment of any common area, or the right to attend social gatherings sponsored by the Association may be suspended by action of the Directors during the period when the assessments remain unpaid; but upon payment of such assessments, the rights and privileges shall be automatically restored. The Directors may adopt and publish rules and regulations governing the use of any "common areas" and the personal conduct of any person thereon, and in the event of violation or breach of such rules and regulations, the Directors may, in their discretion, suspend the rights of any such person for violation of such rules or regulations, such suspension period not to exceed thirty days.

ARTICLE 5 -- DEFINITIONS

Sec. 1 -- Association. Shall be defined as the Post Oak Farm Homes Association, Inc., a not-for-profit corporation organized and existing under the laws of the State of Kansas.

Sec. 2 -- District. Shall be defined as all of the lots

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| 1 to 19, inclusive, Block 1 | 1 to 44, inclusive, Block 6 |
| 1 to 12, inclusive, Block 2 | POST OAK FARM, SECOND PLAT |
| 1 to 53, inclusive, Block 3 | 1 to 26, inclusive, Block 7 |
| 1 to 7, inclusive, Block 4 | 1 to 28, inclusive, Block 8 |
| 1 to 9, inclusive, Block 5 | 1 to 16, inclusive, Block 9 |

in the platted subdivision of Post Oak Farm, a Subdivision in Johnson County, Kansas, and any future lots which the existing membership may approve. Upon the recording of any instrument subjecting additional lands to said Declaration, then the term "District" shall thereafter be defined as all land which shall from time to time be subjected to the terms of that Declaration. ("District" shall, therefore, also be defined to include POST OAK FARM, SECOND PLAT, the lots of which are listed within this Section.)

Sec. 3 -- Improved Property. Shall be defined as a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land shall be deemed to be vacant and unimproved.

Sec. 4 -- Common Areas. Shall be defined as any pool maintained by the Association, as well as all streets, park areas, service areas and other common areas, and all similar places the use of which is dedicated to or set aside for the use of the general membership, or which may, with appropriate consent, be used by all of the owners of the district.

Sec. 5 -- Owners. Shall be defined as those persons, corporations, trusts or other ownership entities who may from time to time own the land within the District, and may include joint tenants, joint ventures, partners or other owners of undivided interests. In the case of any joint ownership (to wit: joint ventures, co-tenants, partners, joint tenants) said joint owners shall be entitled to a total of one (1) vote. The term shall also include purchasers under a recorded Contract for Deed, but shall not include mortgagees or other holders of any security interest.

Sec. 6 -- Member. Shall be defined as every owner of a lot or interest in a lot within the District, and such membership shall be appurtenant to and not separated from the ownership of any lot or interest therein.

Sec. 7 -- Lot. "Lots" will be synonymous with the lots as platted in the Subdivision of Post Oak Farm, but in the event that property lines are other than along platted lot lines, the property lines shall control in determining the extent and location of the "lots" for purposes of these By-Laws.

Sec. 8 - Declaration. Shall refer to the Home Association Declaration filed in Misc. Book 227 at Page 237 in the Office of the Johnson County Register of Deeds pertaining to Post Oak Farm Subdivision.

ARTICLE 6 – COMMITTEES

Sec. 1--The standing committees of the Association shall be:

- The Nominations Committee**
- The Architectural Control Committee**
- The Audit Committee**
- The Communications Committee**
- The Pool Committee**
- The Social Committee**

Unless otherwise provided herein, each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Sec. 2 -- The Nominations Committee, which shall consist of no less than one (1) member from each area, shall be responsible for the selection of at least two (2) qualified Association members from each area whose board term is expiring and for the director-at-large. The committee shall be responsible for preparing the ballots for the election of Directors four (4) weeks prior to the annual election.

Sec. 3 -- The Architectural Control Committee shall perform those duties necessary to enforce the Declaration of Restriction recorded in Book 227, Page 226. The Committee shall also have the power to approve and control outside construction, including fences, on any lots in the District.

Sec. 4 -- The Audit Committee shall supervise the annual audit of the Association's books, and at the committee's opinion, may select and engage a certified public accountant. The committee shall approve the balance sheet statement to be presented by the treasurer to the membership at the annual meeting. The treasurer shall be an ex officio member of the committee.

Sec. 5 -- The Communications Committee shall be responsible for periodic and regular communication with association members via printed newsletters or electronic media, act as a liaison with local realtors, maintain and distribute current directories, and welcome new members to the Post Oak Farm Homes Association.

Sec. 6 -- The Pool Committee shall be responsible for the operations and maintenance of the swimming pool.

Sec. 7 -- The Social Committee shall be responsible for distribution of the Christmas luminaries and specific social functions as directed by the Board of Directors (i.e., pool opening and pool closing parties).

ARTICLE 7 – SEAL

Sec. 1 -- Seal. The seal of the Corporation shall be as follows:

ARTICLE 8 -- BILLS, NOTES, ETC.

Sec. 1 -- How Made. All bills payable, notes, checks or other negotiable instruments of the Association shall be made in the name of the Association, and shall be signed by the President or Director at Large/Vice President and countersigned by the Treasurer. No officer or agent of the Association, either singly or jointly with others, shall have the power to make any bill payable, note, check, draft or warrant or other negotiable instrument, or enforce the same in the name of the Association, or contract or cause to be contracted any debt or liability in the name of or in behalf of the Association, except as herein expressly prescribed and provided.

Sec. 2 -- Pool "Reserve" Contingency Fund. Each fiscal year, an amount, recommended by the Board of Directors and subject to approval by majority vote of the Members present at the annual or subsequent general meetings of the Homes Association, shall be set aside in a separate account for the sole purpose of offsetting long range "major" repair needs of the Association's swimming pool. The amount established for this purpose shall be a part of the budget and funds derived in support of said fund shall be from the annual dues collected from every "owner" as defined in Article 4, Sec. 1.

It shall be the responsibility of the treasurer to insure that the amount approved and specified by the general membership is deposited in accordance with the above and is made a part of all financial reports rendered. Withdrawals from this fund will be subject to the following conditions:

1. A thorough review of a pool problem has been made jointly by members of the "Pool Committee" and related "Professionals," ascertaining the severity and the estimated repair costs involved.
2. A recommendation by the "Pool Committee" to the Board of Directors has been made with supporting facts and related documentation.
3. Contingent on approval by the Board of Directors, authorization shall be given to the President of the Association and Treasurer (jointly) to make an appropriate withdrawal and disburse funds in accordance with the need identified. In the event this fund reaches a level felt satisfactory to meet the needs for which intended, the Board of Directors may elect to recommend to the general membership (subject to majority vote of the Homeowners present at a general membership meeting) that a fund contribution for that year not be considered necessary.

ARTICLE 9

The fiscal year of the Association shall begin on October 1 and end on September 30.

ARTICLE 10 – AMENDMENTS TO BY-LAWS

How Amended. These By-Laws may be altered, amended, repealed or added to by a sixty (60%) percent vote of the members of the Association.

ARTICLE 11 -- AREAS

The Board of Directors shall determine from time to time, but not more frequently than annually, the number of areas (not to be less than six (6) nor more than ten (10)) as well as the property configuration for all such areas. The configuration of areas shall be reasonably drawn by the Board of Directors so as to best assure that areas are close to equal in number of homes and that the areas follow reasonably arrived at boundaries.

HOMES ASSOCIATION DECLARATION, AS AMENDED OCTOBER 28, 2004

THIS AMENDED DECLARATION, made on this 28th day of October 2004, amends the Homes Association Declaration of December 1971 by Acuff Development, Inc.,

WITNESSETH: That

WHEREAS, Acuff Development, Inc. was the owner of all of the following described land situated in Johnson County, Kansas, more particularly described as

- All of Lots 1 to 19, both inclusive, Block 1
- All of Lots 6 to 16, both inclusive, Block 3
- All of Lots 1 to 2, both inclusive, Block 4
- All of Lots 1 to 9, both inclusive, Block 5
- All of Lots 12 to 44, both inclusive, Block 6
- All of Lots 1 to 12, both inclusive, Block 2
- All of Lots 1 to 5, both inclusive, Block 3
- All of Lots 17-53, both inclusive, Block 3
- All of Lots 3-7, both inclusive, Block 4.

All of the above described land located in POST OAK FARM as shown on the plat of Post Oak Farm, a subdivision of land in Johnson County, Kansas, and

The following described tract of land beginning at the Northwest corner of the Northwest quarter of Section 27, Township 12, Range 24, Johnson County, Kansas, thence South along the West line of Section 27, Township 12, Range 24 a distance of 1400.68 feet thence North 89 58'26" East 40 feet, thence North 75 feet East a distance of 238.69 feet, thence North 0 East 79.98 feet, thence North 51 30' East 583.70 feet thence North 68 East 322.33 feet, thence North 0 East a distance of 319.41 feet, thence North 12 West a distance of 291.76 feet, thence North 0 East a distance of 170 feet, thence West along the North line of the Northwest quarter of Section 27, Township 12, Range 24, a distance of 966.20 feet to the point of beginning,

and WHEREAS, Acuff Development, Inc. has developed the above described land and it is the desire of the homeowners in Post Oak Farm to create and maintain a residential neighborhood possessing features of more than ordinary value to the said community.

NOW THEREFORE, in order to assist the Post Oak Farm Homes Association in providing the means necessary to bring about the development of the above described land, POFHA does now and hereby subjects the following real property, to-wit:

- All of Lots 1 to 19, both inclusive, Block 1
- All of Lots 6 to 16, both inclusive, Block 3
- All of Lots 1 to 2, both inclusive, Block 4
- All of Lots 1 to 9, both inclusive, Block 5
- All of Lots 12 to 44, both inclusive, Block 6
- All of Lots 1 to 12, both inclusive, Block 2
- All of Lots 1 to 5, both inclusive, Block 3
- All of Lots 17-53, both inclusive, Block 3
- All of Lots 3-7, both inclusive, Block 4

including all of the above described land located in POST OAK FARM and shown on the recorded plat thereof, to the covenants, declarations, restrictions, as set forth below, subject, however, to the limitations hereinafter specified.

DEFINITIONS OF TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the lots last hereinabove described and shown on said plat of POST OAK FARM. If or when other land, in the manner hereinafter provided, shall be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration, including any future modification thereof. The term "improved property" as used herein shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Declaration shall be deemed to be vacant and unimproved. The term "public place" as used herein shall be deemed to mean all streets, park areas, service areas and other common areas, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the owners within the district, or which may, with appropriate consent be used by all of the owners of

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

SECTION 1 -- MEMBERSHIP IN ASSOCIATION

The owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an Association, which is hereby created and established, to be known as POST OAK FARMS HOMES ASSOCIATION, INC. The Association shall be incorporated under the laws of the State of Kansas as a corporation not for profit. Membership in the Association shall be limited to the owners of land within the boundaries of the district as it exists from time to time.

SECTION 2 -- LAND ENTITLED TO BENEFITS

Lot owners, who shall reside in the Post Oak Farm subdivision, and residents of Post Oak Farm subdivision shall be entitled to all of the benefits, improvements or services provided by this Association. To obtain the benefits, improvements or services provided by this Association, the annual assessment(s) must be paid for the current and any previous fiscal year.

SECTION 3 -- OTHER LANDS -- HOW THEY MAY BE ADDED

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

SECTION 4 - POWER AND DUTIES OF THE ASSOCIATION

It is the purpose of Acuff Development, Inc., to cause the original builder to construct on the lots hereby subjected to the terms of this document single family dwellings for occupancy by a single family. Acuff Development, Inc., may cause certain lands now owned by it, or land which it may hereafter acquire, to be designated as common areas. The Association shall have the power to accept from Acuff Development, Inc., the conveyance of all its right, title and interest in and to any and all of the common areas as may be created by Acuff Development, Inc., subject to the rights and approval of property owners in POST OAK FARM or other land which may be subjected to this agreement. The Association shall have the following powers and duties, which it may exercise and perform whenever in its discretion it may deem them necessary or desirable to-wit:

(1) To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore or may hereafter be imposed upon any of the land in the district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declarations or contracts in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the Association, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing, in his own name any such restrictions.

(2) To manage and control as trustee for its members all public and private streets, park areas, service areas, sidewalks, and other public places which may now or hereafter be designated as such, as any and all improvements thereon, provided that such management and control of said places and improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which said places and improvements are located.

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

(4) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public source; and to care for, protect and replant shrubbery, and re-sod grass and replace sod in any common areas shown on the plat of POST OAK FARM or on property which may hereafter be dedicated for common use.

(5) To mow, care for, maintain and remove all rubbish from vacant and unimproved property and to do any other thing necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the district neat in appearance and in good order.

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

(7) To provide for the maintenance of common areas only now existing or which may hereafter be created as shown on the plat of POST OAK FARM or created by separate instrument from land described in the preamble hereto.

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

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

(10) 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.

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

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

(13) To acquire and own the title to such real estate as may be reasonably necessary to carry out the purposes of the Association and in particular to acquire title to any swimming pool or pools which may be conveyed to it.

(14) To pay taxes and special assessments on such real estate and personal property as may be owned by it; and the Association shall be responsible for paying such taxes and special assessments on any swimming pool which may be due and owing at the time the Association receives the title to such swimming pool. Additionally, the Association shall pay such taxes and assessments as may be assessed against the land in common areas.

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

SECTION 5 -- METHOD OF PROVIDING GENERAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all privately owned lots both vacant and improved within the boundaries of the district shall be subject to an annual assessment which may be levied by the Association from year to year and shall be paid to the Association annually, in advance, by the respective owners of the said assessable lands subject thereto, which said assessable lands shall be deemed to be all of the above enumerated lots in the aforesaid plat of POST OAK FARM both vacant and improved, together with such other lots as may from time to time be added to the said district as herein provided. The Association may from year to year fix and determine the total amount required in the general fund and may levy and collect an annual assessment determined by the Association's Board of Directors for each lot both vacant and improved.

(2) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(3) Unless the increases provided for in paragraph (2) of this Section 5 are specifically limited to a specified period, they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present.

(4) Whenever the Association may deem it advisable to submit to the members a proposal under paragraph (2) of this Section 5 for increasing or decreasing the permissible maximum amount of the annual assessment, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the amount of the annual assessment is to be voted upon at such meeting.

(5) The first assessment shall be for the calendar year beginning January 1, 1973, and it shall be fixed and levied prior to December 1, 1972, and shall be payable on January 1, 1973, and on January 1st of each year thereafter. It will be the duty of the Association to notify each and every owner of an assessable lot whose address is listed with the Association on or before that date giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to October 1st of each year for the next succeeding fiscal year beginning on October 1st shall not invalidate any such assessment made for that particular year, nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to October 1st of any year, then it shall become due and payable not later than thirty days from the date of

levying the assessment. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

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

SECTION 6 -- LIEN ON REAL ESTATE

(1) The assessment provided for by Section 5 hereof shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth. In the event of the failure of any owner to pay the assessment on or before the first day of January following the making of such assessment, then such assessment shall bear interest at the rate of eight percent (8%) per annum from the first day of January, but if the assessment is paid before January 1st or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to September 1st for the fiscal year beginning the next succeeding October 1st, then no interest shall be charged. If the Association exercises the election permitted by Section 5, paragraph (6) hereof to collect each year's assessment in either monthly, quarterly or semi-annual installments, then no interest shall be charged except as to any owner who shall fail to pay any such installment within thirty (30) days of its due date, which default may, at the election of the Association, be treated as sufficient cause to accelerate maturity of the annual assessment remaining unpaid and interest shall be owed on the entire unpaid amount from the date of such default

(2) On or after February 1, 1973, and February 1st of each year thereafter, or within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, or within thirty (30) days following the election of the Association to accelerate maturity under paragraph (2) of this Section 6 in the case of installment collection, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of nonpayment of assessments in the office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein a fee of \$50.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan which is made by a recognized lending institution. Such fees shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(3) Such liens shall continue from the date of delinquency unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until a Satisfaction of any Judgment rendered in favor of the Association is filed or until the sale of the property under execution of the judgment establishing same.

SECTION 7 -- EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

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

SECTION 8 -- ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the district as it may exist from time to time, insofar as the addresses of such owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the owners of the land in the district, insofar as their addresses are listed with the Association, of the new address.

SECTION 9 -- TEMPORARY TRUSTEE

This Section is no longer applicable.

SECTION 10 -- TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

SECTION 11 – AMENDMENT OF DECLARATION OF RESTRICTIONS

By written consent of the owners of two-thirds of the lots within the district as then constituted, evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended.

SECTION 12 -- HOW TERMINATED

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

SECTION 13 -- COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon Acuff Development, Inc., and upon its successors and assigns.

IN WITNESS WHEREOF, Acuff Development, Inc., by authority of its Board of Directors has caused this instrument to be executed by its President, and its corporate seal to be hereto affixed, the day and year first above written.

POST OAK FARM HOMES ASSOCIATION

By: President

POST OAK FARM DECLARATION OF RESTRICTIONS AS AMENDED OCTOBER 28, 2004

WHEREAS, Acuff Development, Inc., a Kansas Corporation was the original owner and proprietor of Post Oak Farm, a subdivision in Johnson County, Kansas, which plat was recorded in the office of the Register of Deeds of Johnson County, Kansas, under Document No. 881846 and duly recorded in Plat Book No. 32, at Page 38, and

WHEREAS, the said Acuff Development, Inc., has heretofore dedicated to the public all of the streets and roads shown on said plat for the use by the public, and

WHEREAS, Acuff Development, Inc., granted all of its authority to place restrictions on the property referenced below to the Post Oak Farm Homes Association (POFHA), which now desires to amend the certain restrictions on the following described land, to-wit:

All of Lots 1 to 19, both inclusive, Block 1
All of Lots 6 to 16, both inclusive, Block 3
All of Lots 1 to 2, both inclusive, Block 4
All of Lots 1 to 9, both inclusive, Block 5
All of Lots 12 to 44, both inclusive, Block 6.

All of Lots 1 to 12, both inclusive, Block 2
All of Lots 1 to 5, both inclusive, Block 3
All of Lots 17-53, both inclusive, Block 3
All of Lots 3-7, both inclusive, Block 4

of said Post Oak Farm to the operation of this Declaration of Restrictions As Amended.

NOW, THEREFORE, in consideration of the premises, POST OAK FARM HOMES ASSOCIATION, INC. (POFHA) hereby agrees that all of the lots hereinabove described shall be and they are hereby restricted as to their use in the manner herein set forth.

DEFINITION OF TERMS USED

For the purpose of these restrictions:

(a) "Lot" may mean either any lot as platted or any tract or tracts of land as conveyed, which may consist of one or more lots or part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from Acuff Development, Inc., or from POFHA. 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.

(b) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant

(c) "Street" shall mean any street, road, drive, or avenue of whatever name as shown on said plat of Post Oak Farm.

PERSONS BOUNDED BY THESE RESTRICTIONS

All persons, corporations, trusts or other entities which now own or shall hereafter acquire any interest in the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its 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, 1996, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION I - USE OF LAND

A. It is the purpose of POFHA, to cause the original builder to construct on the lots hereby restricted private residences to be occupied by a single family. Any residence erected or maintained on any such lots shall be designed for occupancy by a single family. No business buildings shall be erected.

B. No businesses shall be conducted out of the home or on the premises without the proper licensing of the city of Lenexa, if required by City Code, and a prior written approval of a majority of the Post Oak Farm Board of Directors. All home businesses must follow the existing City of Lenexa code governing home businesses. However, no signage of any kind will be allowed by Post Oak Farms Home Association on the premises that would denote that residence

as being used as a business, nor shall anything be done thereon which may be or become a nuisance or danger to the neighborhood.

C. Post Oak Farm Home Owners are allowed to rent their properties, but only for occupancy by a single family. When doing so, the homeowner must notify the Post Oak Farm Homes Association in writing and shall make sure the Homes Association always has a current address, phone and email address for the homeowner for contact purposes. The homeowner is responsible for making sure their property and tenants adhere to POFHA and City of Lenexa restrictions and policies, and in the event there is a violation of a restriction as outlined in the Bylaws, the Homes Association Declaration, or the Post Oak Farm Declaration of Restrictions, as amended from time to time, the homeowner shall remain the responsible party. The Association may forward notices to the tenant, in addition to the homeowner at the last address provided by the homeowner to the Association.

D. POFHA may cause the original builder to construct duplex houses, having accommodations for two families upon other land presently owned by it and shown on the plat of Post Oak Farm. Further, POFHA, may cause the original builder to construct multi-family apartment units, townhouse units or commercial buildings upon a tract of land more particularly described as:

Beginning at the Northwest corner of the Northwest quarter of Section 27, Township 12, Range 24, Johnson County, Kansas, thence South along the West line of Section 27, Township 12, Range 24 a distance of 1400.68 feet thence North 89 58'26" East 40 feet, thence North 75 feet East a distance of 238.69 feet, thence North 0 East 79.98 feet, thence North 51 30' East 583.70 feet thence North 68 East 322.33 feet, thence North 0 East a distance of 319.41 feet, thence North 12 West a distance of 291.76 feet, thence North 0 East a distance of 170 feet, thence West along the North line of the Northwest quarter of Section 27, Township 12, Range 24, a distance of 966.20 feet to the point of beginning.

SECTION II - REQUIRED HEIGHT OF RESIDENCE

Any residence erected on any of the lots hereby restricted shall not be more than two stories in height. However, a residence more than two stories in height may be erected thereon only if the following procedures are followed: (a) the requestor shall submitting building plans, prior to construction, to the Architectural Control Committee outlining the requested deviation; (b) the ACC shall be given no less than 20 days to make its recommendation to the Association Board; (c) the Association Board shall give its written approval, prior to construction, of the request.

SECTION III - FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on any corner lot, or any part or parts thereof, shall front or present a good frontage on the street or streets designated by POFHA, in its deed to said lot or part thereof. It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on the street or streets designated by POFHA, shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

SECTION IV -- SETBACK OF RESIDENCES FROM STREET

A. No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted nearer to the front street or the side street than is the front building or the side building line shown on said plat of Post Oak Farm on the lot or lots on which such residence may be erected. No fences or walls more than two feet high may be erected nearer the front street than the front building line of the house as erected nor nearer the side street than the side building line of the house as erected.

B. Those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines shown on said plat, and the distance which each may project, are as follows:

1. Window Projections: bay, bow, or oriel, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet.
2. Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and the side building lines not to exceed four (4) feet.

3. Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet.
4. Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed six (6) feet; on corner lots unenclosed, covered porches, balconies and porte cocheres may project beyond the side building lines not to exceed six (6) feet.
5. Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed three (3) feet.

SECTION V -- REQUIRED SIZE OF RESIDENCE

Any single family residence erected on any lot hereby restricted, shall contain a minimum of 1,100 square feet of enclosed floor area, and any residence one and one-half or two stories in height erected on any of said lots hereof shall contain a minimum of 750 square feet of such enclosed floor area on the first floor thereof. The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas above the first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

SECTION VI -- FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth above in Section IV, erected or maintained on any of the lots hereby restricted, or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than eighty (80) percent of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat or as established by POFHA, in the conveyance of any lot, or on such front building line produced to the side lines of the lots, whichever line is of greater length, without the approval in writing of POFHA. No building shall be located nearer than seven (7) feet to an interior side lot line measured in each case on the front building line as shown on the aforesaid plat, provided, however, that POFHA, shall have and hereby does reserve the right to permit, by consent given in writing, a building located within five (5) feet of an interior side lot line.

SECTION VII -- RIGHT TO APPROVE PLANS

No residences or outbuildings may be erected on or moved onto the above property described in the preamble hereto, unless and until the plans, elevation, location and grade thereof have been submitted to the Association Board, and by it approved in writing; nor shall any change or alteration be made in the exterior design of any such residence or outbuilding after the original construction thereof, until approval thereof has been given in writing by **POFHA**. Anything in the Declaration of Restrictions to the contrary notwithstanding, **POFHA** shall have and does hereby reserve the right to determine the location of all buildings upon the respective lot or lots, except as it may be restricted in the making of such determination by the provisions of Sections IV and VI herein, and the relation of the top of the foundation thereof to the street level.

SECTION VIII -- MAINTAINING SIGHT DISTANCE

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION IX -- REQUIRED BUILDING MATERIALS

Exterior Siding

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, masonite, fiber cement, or stucco. Exteriors must be covered with a workmanlike finish of paint and or stain, unless Post Oak Farm Board of Directors approves use of another type of finish in writing. Steel siding and vinyl siding is permitted, subject to the specifications listed:

Steel Siding – Vertical bat and board style, or horizontal style; 4 inch, 5 inch, or 8 inch profile, 29 gauge thickness, PVC coated, galvanized to prevent rusting.

PVC Vinyl Siding – Vertical bat and board, or tongue and groove type vertical, horizontal lap; 4 inch, 4 ½ inch or 5 inch profile in boxed lengths of no less than 12' 6", 44 mils thickness, solid color through the panel.

Aluminum Siding – Aluminum may be used to cover trim areas, but may not be used on walls.

Additionally, steel and vinyl siding products must conform to a 7-Hunter unit fade warranty for no less than 5 years from date of installation, and must have a lifetime, transferable warranty. It is suggested, that to protect POF Homeowners, that the siding contractor have licensing in Johnson County, KS, which requires insurance and bonding of the contractor

Roofing Materials

Roofs shall be covered with wood shingles, wood shakes, slate, tile, or an alternative material that closely resembles the previously listed materials. No three-tab roofing may be used. Rolled roofing will only be permitted on roofs with a pitch of 3/12 or less, or on dormers or deck covers only. Colors other than natural earth tone colors must be preapproved in writing by the Post Oak Farm Board of Directors.

Windows/Doors

Windows, doors and louvers shall be of wood, metal, vinyl, fiberglass, glass or comparable energy efficient materials.

Notification of Alternative Material Usage

The Post Oak Farm Board of Directors must be notified of any alternative building material not mentioned in this section. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by Post Oak Farms Home Association. The Post Oak Farm Board of Directors has the right to restrict the use of unapproved materials.

Time Limits on Construction.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition any longer than six months, without Association approval.

SECTION X -- GENERAL APPEARANCE, MAINTENANCE AND UPKEEP

- 1) All homes and properties should exhibit regular and ongoing maintenance as well as the timely repair of exterior walls, siding, fascia boards, garage doors, windows, exterior window trim, brickwork, and roofs.
- 2) All homes and properties should be free of any and all visible signs of rubbish, trash, construction materials and refuse of any kind.
- 3) Shrubs, trees, and greenery should be trimmed and maintained in such a manner that provides eye appeal as well as eliminates any possibility of pedestrian injury. Grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance. In the event such grass is not kept within the height limitation above, the Post Oak Farms Home Association shall have the right to have such grass cut, and the cost incurred by the Association collected from the owner in the same manner as Association dues. Homeowners shall be responsible for providing adequate weed control.
- 4) Driveways and concrete areas, which fall under the homeowner's responsibility, should always be maintained in a state of general and safe repair.
- 5) If painting is required of a home exterior, it should be painted in a timely and appealing manner.
- 6) Lawns, flower beds, and areas of exterior landscaping should exhibit regular mowing and maintenance, especially during the spring, summer and fall growing seasons.
- 7) Homeowners backing up to 79th Street, 83rd Street and Pflumm are responsible for mowing from their property line to the street.
- 8) Homeowners adjacent to all Post Oak Farm entrance signs shall be responsible for timely mowing and general maintenance of any landscaping around the signs. If the homeowner is unable to fulfill this obligation, the homeowner shall notify the Post Oak Farm Board of Directors and/or the Post Oak Farm Architectural Committee.

SECTION XI -- OUTBUILDINGS PROHIBITED

No buildings or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the written consent, received prior to any such structure being erected, of **POFHA**.

SECTION XII -- FUEL STORAGE TANKS PROHIBITED

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

SECTION XIII -- LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, two cats, or two of any other household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose. In the event a household pet is bred (it must be for non-commercial purposes) any animals of the litter shall be allowed to remain at the home for no more than six months.

SECTION XIV -- BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of **POFHA**; provided, however, that permission is hereby granted for the erection and maintenance of not more than two advertising boards on each lot or tract as sold and conveyed, which advertising boards shall not be more than six square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected; and provided further, that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by **POFHA** at such place or places as it or they may determine, which structures may or may not display the name of said subdivision.

SECTION XV -- VEHICLE REPAIR AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.

No vehicle repair or rebuilding or any other form of vehicle manufacture, whether for hire or otherwise shall occur on any of the lots except that vehicle repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage. No automobile, truck, motorcycle, motorbike, motor scooter, motor home, boat, airplane, house trailer, boat trailer, camping trailer, camping vehicle, or vehicle of any other type or description may be stored upon any of the lots, nor the pool parking lots, hereby restricted except that such storage (other than storage for hire) shall be permitted within the confines of any building built on any of the lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section shall be construed to prohibit the regular parking of automobiles (this is not to include a pick-up truck with camper) in running condition and in a reasonable state of repair on any driveway on any of the lots hereby restricted.

SECTION XVI – SATELLITES DISHES AND ANTENNAS

No television, radio or other antenna of any kind which shall include satellite dishes, nor devices to collect solar energy may be erected or maintained on the outside of any residence or on the surface of any of the lots hereby restricted without the consent in writing of the Architectural Control Committee or the **POFHA**.

SECTION XVII -- EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Post Oak Farm. **POFHA** recites that it will, by separate instrument, reserve portions of one or more of the lots herein described as walkway(s) to Tract A as shown on the plat of Post Oak Farm. This power shall be exercised only during the time of ownership of any such lot or lots by **POFHA**.

SECTION XVIII - DURATION OF RESTRICTIONS

Each of the restrictions herein set forth shall be binding on **POFHA** until December 31, 2014, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than fifty per cent of the front feet of all of the lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on December 31, 2014, or at the end of any successive five-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing of the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to December 21, 2014, or at least ten days prior to the expiration of any successive five-year period after December 31, 2014.

SECTION XIX -- RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect of breaches committed, or as hereinafter set forth. The owner or owners of any of the lots hereby restricted, and the Association Board, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions set forth above in addition to ordinary legal actions for damages. Failure of any owner or owners of any lot or lots hereby restricted to enforce any of the restrictions herein set forth, and/or the failure to enforce any violation shall, in no event, be deemed to be a waiver of the right to do so thereafter. Further, in the event the Association Board retains legal counsel to enforce any rights contained in this

document, the Association Board shall be entitled to recover its attorneys' fees and legal expenses incurred regardless of whether suit is filed.

SECTION XX -- ADDITION OF OTHER LAND

POFHA shall have and expressly reserves the right from time to time to add such other land as it may now own or hereafter may acquire, to the operation of the provisions of this Declaration of Restriction, by executing and acknowledging any 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. When any other land is so subjected to the provisions hereof, whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions thereof.

SECTION XXI - SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

SECTION XXII - INDEMNIFICATION

The Association shall indemnify every officer, director and committee member against any and all expenses, including legal fees and expenses, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

SECTION XXIV – NO WAIVER BY FAILURE TO ENFORCE.

The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other beneficiary to do so thereafter, as to the same or similar violation occurring prior or subsequent thereto. No liability shall attach to the Association (or any officer, director, employee, Member, agent, committee or committee member thereof) or to any other Person for failure to enforce the provisions of this Declaration.