

**DEER CREEK VILLAS  
HOMES ASSOCIATION DECLARATIONS**

THIS DECLARATION, made as of the 20th day of March, 1989, by BDP INVESTORS, ("BDP"), a Kansas general partnership, LAMAR INVESTORS, a Kansas general partnership, ("Lamar"), and LAMAR INVESTORS II, a Kansas general partnership ("Lamar II");

WITNESSETH:

WHEREAS, BDP, Lamar, and Lamar II have executed and filed with the Register of Deeds of Johnson County, Kansas a plat of the subdivision known as "Deer Creek Villas"; and,

WHEREAS, such plat creates the subdivision of Deer Creek Villas, composed of the following described lots, to wit:

Lots 1 through 38 of DEER CREEK VILLAS, FIRST PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

and,

WHEREAS, Lamar and Lamar II, as the present owners of the above-described lots, and BDP, as the present developer of the above-described lots, desire to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises, Lamar, Lamar II, and BDP Investors, for themselves and for their successors and assigns, and for their future grantees, hereby subject all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

**ARTICLE I. Definitions**

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

- (a) The term "Agreements" shall mean collectively all agreements between Lamar, the Developer or the Deer Creek Villas Homes Association and North Star Development Co., Inc., and/or the Deer Creek Homes Association.

- (b) The term "Board" shall mean the Board of Directors of the Homes Association.
- (c) The term "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments, berms and other similar ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, any easements related thereto, (iv) the Recreational Facilities, and (v) all other similar areas and places (other than the Golf Course Property), together with all improvements thereon and thereto, the use, benefit or enjoyment thereof is intended for all of the Owners within the District, whether or not any "Common Area" is located on any Dwelling.
- (d) The term "Declaration of Restrictions" shall mean the separate document entitled "Deer Creek Villas Declaration of Restrictions" recorded simultaneously herewith.
- (e) The term "Developer" shall mean and refer to BDP Investors, a Kansas general partnership, and its successors and assigns.
- (f) The term "District" shall mean all of the above-described lots in Deer Creek Villas, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided in Article XI hereof.
- (g) The term "Dwelling" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District and the Residence erected on the lot; provided, however, that if an Owner, other than the Developer, owns all or part of one or more adjacent lots upon which only one Residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Dwelling".
- (h) The term "Golf Course Property" shall mean, collectively, the 18-hole golf course constructed, or to be constructed, adjacent to the District and the related lakes, car paths, main clubhouse, parking lot and other improvements to be located on land that is not within the District.

- (i) The term "Homes Association" shall mean Deer Creek Villas Homes Association, the Kansas not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the District.
- (j) The term "Owner" shall mean the record owner in fee simple of any Dwelling, including the Developer and all family members, tenants or occupants of any Dwelling.
- (k) The term "Recreational Facilities" shall have the meaning set forth in Article IX below.
- (l) The term "Residence" shall mean the main residential structure erected on any lot as shown as a separate lot on any recorded plat of all or any part of the District.
- (m) The term "street" shall mean any private drive, street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District, but shall not include Lamar Avenue.

ARTICLE II. HOMES ASSOCIATION  
MEMBERSHIP, VOTING AND MANAGEMENT

Membership in the Homes Association shall be limited to the Owners of Dwellings within the District and every such Owner shall be a member. Membership is more fully defined in the Bylaws of the Homes Association. The Homes Association shall have only one class of membership. Each member shall have one vote for each Dwelling for which he or she is the Owner and for which he or she is not delinquent in the payment of any assessment or performance of any required duty hereunder or under the Declaration of Restrictions. When more than one persons is an owner of any particular Dwelling, all such persons shall be members, however, the vote for such Dwelling shall be exercised by the Owner who holds legal title to the Dwelling. If there is more than one Owner holding legal title, then the vote for the Dwelling shall be cast as such Owners, among themselves, shall determine. In no event shall more than one vote be cast with respect to each Dwelling.

ARTICLE III. POWERS AND DUTIES  
OF THE HOMES ASSOCIATION

3.1 In addition to the powers granted by other portions of this Declaration or by law, the Homes Association shall have the power and authority to do and perform all such acts as may be

deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Dwellings by the Declaration of Restrictions or otherwise. This right of enforcement shall not serve to prevent changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Homes Association may be paid out of the general fund of the Homes Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in his or her own name.

(b) To acquire and own title to or interests in, and exercise control over, the Common Areas, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.

(c) To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and office liability, indemnification and other insurance with respect to the activities of the Homes Association and the property within the District.

(d) To levy and collect the dues and assessments which are provided for in this Declaration and in the Declaration of Restrictions.

(e) To exercise any and all rights, powers and authority given to the Homes Association and its Board of Directors either directly or by implication under this Declaration or the Declaration of Restrictions.

(f) To enter into agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Homes Association and its members and the sharing of the expenses associated therewith.

(g) To enter into agreements with the Developer, other developers, other homes associations and other parties relating to the joint use, operation and maintenance of any Recreational Facilities and other similar Common Areas, whether in or outside the District, and the sharing of expenses related thereto.

(h) To engage the services of a management company or other person or entity to carry out and perform the functions and powers of the Homes Association including, without limitation, the keeping of books and records, and operation and maintenance of the Common Areas.

(i) To engage the services of a security guard or security patrol service.

(j) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board of Directors of the Homes Association to keep any property in the District neat in appearance and in good order.

(k) To provide for the landscaping and lawn care of the yard areas of the Dwellings and the Common Areas and the maintenance thereof.

(l) To provide for the removal of snow from the streets, driveways, and walkways in the District.

(m) To exercise any architectural and aesthetic control and authority given and assigned to it or to its Architectural Committee in this Declaration, in the Declaration of Restrictions, or in any other deed, declaration or plat relating to all or any part of the District.

(n) To make such reasonable rules and regulations (including, without limitation, rules regarding the use of Common Areas) and to provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions and purposes of this Declaration and the Declaration of Restrictions.

(o) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

(p) To dedicate the private streets contained within the district to the City of Overland Park as public streets.

3.2. In addition to the duties required by other portions of this Declaration and by law, the Homes Association shall have the following duties and obligations with respect to providing services to Owners within the District:

(a) To the extent not provided as a service by any governmental authority, the Homes Association shall provide for the collection and disposal of rubbish and garbage for each Residence at least one day each week.

(b) The Homes Association shall provide landscaping and lawn care for the Dwellings and shall, at all times, pay and be responsible for the maintenance of such landscaping and lawn care.

(c) Except as otherwise provided in Article VIII below regarding the Recreational Facilities or as otherwise provided in any agreement with the Developer, the Homes Association shall at all times pay and be responsible for the proper maintenance of the Common Areas and shall maintain the same subject to any control thereover maintained by any governmental authority or utility company.

(d) The Homes Association shall pay all amounts due from it under this Declaration or any agreement regarding the Recreational Facilities, as contemplated in Article VIII below.

(e) The Homes Association shall, at all times, pay and be responsible for the removal of snow from the streets and the driveways and walkways of the Dwellings; provided that the necessity of such snow removal shall be determined in the sole discretion of the Homes Association.

3.3. The President of the Homes Association shall have the power and authority acting alone to bind the Homes Association in certain limited situations; which situations are specifically described in the Declaration of Restrictions.

#### ARTICLE IV. FUND FOR IMPROVEMENT OF PRIVATE STREETS

4.1. The Homes Association recognizes that at some point in the future it may be required to dedicate the private streets contained within the District to the City of Overland Park as public streets. IN anticipation of such event, the Homes Association shall have the right and obligation to establish and maintain a separate fund for such purpose which shall be funded by an assessment levied against each Dwelling. This fund shall be used by the Homes Association solely to improve and upgrade the private streets contained within the District so that each such street meets or exceeds the standards for public streets set forth by the City of Overland Park, Kansas.

4.2. The amount of this annual assessment for calendar years 1988 and 1989 shall be established by the Developer from time to time, but shall not be less than \$15.00 nor greater than \$18.00 per year per Dwelling. Thereafter, the amount of such annual assessment may be increased from time to time by the Homes Association in the sole discretion of the Homes Association, without any limit on such increase and without further action or approval on the part of the Owners. The Homes Association shall not have the right to decrease the amount of this annual assessment, however.

4.3. The fund shall be invested by the Board in U.S. government securities, certificates of deposit fully insured by the FDIC or FSLIC in responsible banks or savings and loan associations, or other similar investments exposing the principal amount to minimal risk. All interest earned thereon shall be accumulated and added to the fund.

4.4. The Board may determine that the assessment described in this Article shall be payable monthly by the Owners of the Dwellings, in which case one-twelfth of the annual amount thereof shall be added to the monthly assessment payable with respect to each Dwelling.

4.5. The amount of the assessment described in this Article shall not be subject to change by vote of members of the Homes Association.

4.6. In the event all of the private streets are dedicated to and accepted by the City of Overland Park, then any funds remaining in the separate fund established by 4.1 shall be transferred to the General Fund of the Homes Association and no further assessments as described in this article shall be levied. If only part of the private streets are so dedicated and accepted, then notwithstanding any provision to the contrary the Board may either decrease the amount of or terminate entirely the assessment herein provided for as it sees fit in its sole discretion.

#### ARTICLE V. METHOD OF PROVIDING GENERAL FUNDS

5.1. For the purpose of providing a general fund to enable the Homes Association to exercise the powers, maintain the improvements, and render the services provided for herein, all Dwellings in the District, other than Dwellings then owned by the Developer, shall be subject to annual Homes Association dues to be paid to the Homes Association by the respective Owners thereof as provided in this Article V. The amount of such annual Homes Association dues for calendar year 1989 shall be established by the Developer from time to time but shall not be less than \$780 nor greater than \$1,020 per year per Dwelling. Thereafter, the

amount of such annual Homes Association dues shall be fixed from time to time by the Homes Association. If and when the initial Recreational Facilities contemplated in Article VIII below are substantially completed and available for use, the amount of annual Homes Association dues shall be increased by an amount (not to exceed \$400 per year per Dwelling) to be established by the Developer. The annual Homes Association dues shall be due and payable by the Owners annually.

5.2. Subject to the rights of the Developer set forth in subsection 1 above, the rate of annual Homes Association dues upon each Dwelling in the District may be increased or decreased (i) by the Board of Directors of the Homes Association from time to time to an amount not to exceed 110% of the amount of the annual Homes Association dues in effect on the preceding January 1st (plus any increases after such date relating to the Recreational Facilities as contemplated in subsection 1 above), or (ii) by a meeting of the members of the Homes Association specially called for that purpose and of which advance notice is given. If under section (ii) of the preceding sentence a majority of the members present at such meeting and entitled to vote on the question (as determined by the Bylaws of the Homes Association) authorize an increase or decrease in the annual Homes Association dues provided in this Article V, the amount shall be changed to the amount so determined. However, in no event shall the amount of the annual Homes Association dues be less than an amount that is necessary to permit the Homes Association to perform its duties as specified in this Declaration and in the Declaration of Restrictions. In the event that the Board determines that the Homes Association dues so determined by the members is insufficient to enable the Homes Association to carry out its duties, then the Board shall be permitted to increase the Homes Association dues amount, and such increase shall not be subject to change by vote of the members.

5.3. The annual Homes Association dues provided for herein and in subsection (d) of Section 3.1 shall be based upon the calendar year (commencing in 1989) and shall be due and payable annually. The first installment of Homes Association dues for each Dwelling shall not be due and payable until the first day of the first month after the date such Dwelling is occupied. Any increase that occurs with respect to the Recreational Facilities as contemplated in subsection 5.1 above shall be effective as of the date such Recreational Facilities are available and ready for use, as determined by the Developer. Such increased amount shall be prorated as of such date on the basis of projected expenses to be incurred for the remainder of the year.



## ARTICLE VI. LIEN ON REAL ESTATE

6.1. The annual dues and assessments provided in Articles IV and V shall become a lien on the Dwelling against which they are levied as soon as they are due and payable as set forth above. In the event any Owner fails to pay any installment of any Homes Association dues or assessment within 30 days of the due date thereof, then the delinquent amount of such dues or assessment shall bear interest at the rate of 10% per annum from the due date until paid. Should it become necessary to engage the services of an attorney to collect any dues or assessment hereunder, all costs of collecting such dues or assessment, including court costs and reasonable attorneys' fees and expenses, shall be added to the amount of the dues or assessment being collected and the lien on the Dwelling.

6.2. All liens on any Dwelling for dues and assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Dwelling.

6.3. At any time after interest begins to accrue on any delinquent dues or assessments, payment of both principal and interest of the delinquent dues or assessment may be enforced in the same manner as the enforcement of a mortgage lien on such Dwelling through proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. The Homes Association may (but is not obligated to) file certificates of nonpayment of dues or assessments in the office of the Register of Deeds of Johnson County, Kansas whenever any dues or assessment is delinquent. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Dwelling described therein a fee of \$50.00, which fee shall be added to the amount of the delinquent dues or assessment and be a part of the lien on the Dwelling. By accepting a deed for any Lot in the District, each Owner hereby waives any claim it may have for slander of title, or other legal claim, which may arise out of the filing of any such certificate.

6.4. Such liens shall continue until payment in full or termination of a suit to foreclose on the lien and sale of the property under the execution of the judgment establishing the same. The Homes Association may, but is not obligated to, file a release for any certificate for a lien which has expired.

## ARTICLE VII. SPECIAL ASSESSMENTS

7.1. In addition to the annual assessments provided for herein, the Board of Directors of the Homes Association shall (a) have the authority to levy from time to time a special assessment against any Dwelling and its Owner to the extent the Homes

Association expends any money (for services or materials) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation, or restriction contained in any deed, declaration or plat covering such Dwelling in this Declaration, the Declaration of Restrictions, or elsewhere, (including, without limitation, to maintain or repair any Dwelling or improvement thereon) and (b) levy from time to time special assessments against each and every Dwelling (other than any Lot or Dwelling then owned by the Developer) in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties as specified herein or in the Declaration of Restrictions that require any expenditure during any period in an amount in excess of the general funds of the Homes Association available therefor. Such special assessment shall be due and payable, and become a lien on such Dwelling, upon notice to such Owner(s) of the assessment. Interest at the rate of 10% per annum shall accrue from the due date until the same is paid, and shall also be part of the line against such Dwelling. Such lien shall be enforced in accordance with the provisions of Article VI above.

#### ARTICLE VIII. LIMITATION ON EXPENDITURES

8.1. Except with respect to Recreational Facilities, the Homes Association shall at no time expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus which it may have on hand from prior years. The Homes Association shall not have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years, and except for matters contemplated in Section 3.2(c) above. All interest accrued on the amounts collected from the Owners and held by the Homes Association shall be retained by the Homes Association and used for the benefit of the District.

#### ARTICLE IX. RECREATIONAL FACILITIES

9.1. The Developer and/or the Homes Association has or may enter into agreements (collectively the "Agreements") with North Star Development Co., Inc. ("North Star") and/or Deer Creek Homes Association ("Deer Creek") in which North Star and/or Deer Creek have agreed to construct certain recreational facilities on property located adjacent to the District (the "Recreational Facilities"). In addition to the Recreational Facilities, North Star has constructed or agreed to construct an eighteen-hole golf course on the property adjacent to the District (the "Golf Course Property"). The Homes Association shall levy annual Homes

Association dues against each Dwelling as described in Article V for the cost of the maintenance of the Recreational Facilities. The rights and obligations of the Owners, in connection with the Recreational Facilities and the Golf Course Property, if any, are described in one or both of the Agreements and no rights or representation as to those rights are made by this Declaration.

9.2. In the event any Recreational Facilities are so constructed and made available for use by residents of the District, the following shall apply:

(a) At such time as the Developer deems appropriate, the Developer shall convey all of its rights, titles and interests in the Agreements and in the Recreational Facilities to the Homes Association or any other homes associations whose members may use the Recreational Facilities, or to a joint venture among such homes associations, or to a not-for-profit corporation having as its members the owners of the residences entitled to use the Recreational Facilities. Such transfer shall be without cost or charge to the grantee(s) and free and clear of any mortgages or similar liens.

(b) The Homes Association shall pay the amounts due from it under paragraph (a) above out of the homes association dues collected from the Owners of the Dwellings.

(c) The right of any owner to use of the recreation facilities shall be suspended during any period in which the owner is delinquent in payment of any regular or special assessment or performance of any obligation hereunder or under the declaration.

#### ARTICLE X. NOTICES

10.1. At least seven days prior to any meeting of the Homes Association, an officer of the Homes Association shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Homes Association.

10.2. The Homes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Homes Association may be transacted.

10.3. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Homes Association for such person. Notice to one co-Owner shall constitute notice to all co-Owners.

#### ARTICLE XI. EXTENSION OF DISTRICT

11.1. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to the streets) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

#### ARTICLE XII. OBSERVANCE OF ALL LAWS

12.1. The Homes Association shall at all times observe all applicable state, county, city or other laws or regulations and, if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provisions shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

#### ARTICLE XIII. AMENDMENT AND TERMINATION

13.1. The provisions of this Declaration shall remain in full force and effect until the Developer has assigned to the Homes Association all of its rights, benefits, powers, reservations, privileges, duties and responsibilities for the District as described in Section 14.2, and shall automatically be extended thereafter for successive periods for twenty-five years each. The then Owners of the Dwellings located within the entire District, upon receipt of the consent and approval of eighty percent (80%) of such Owners, may amend this document or release the District, or any part thereof, from all or part of such provisions as of the end of the initial term hereof, or during any extension term hereof, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose. Notwithstanding the above, the provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement signed by the Developer, or its successors and assigns, at any time while the Developer or its successors or assigns owns any Lots or Dwellings in the District. An "owner" as hereinbefore defined, other than the developer, shall not be considered a successor or assign of the developer under the provisions of this Section.

ARTICLE XIV. ASSIGNMENT OF DEVELOPER'S  
RIGHTS AND TRANSFER OF TITLE

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

14.2. At such time as eighty percent (80%) of the Dwellings to be constructed in the District (as then composed or contemplated by the Developer) are completed, sold and occupied, the Developer shall then assign to the Homes Association all of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer.

XV. CONTROL OF THE DEVELOPER

15.1. The Developer shall retain voting control of the Homes Association in connection with the District until such time as the Developer shall assign its rights in the manner described in Section 14.2. above.

ARTICLE XVI. COVENANTS RUNNING WITH THE LAND

16.1. All provisions of this Declaration shall be deemed to be covenants running with the land and shall bind Developer and all future Owners of any Lots or Dwellings in the District.

ARTICLE XVII. SEVERABILITY

17.1. Invalidation of any of the provisions set forth herein, or any part thereof, by any order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

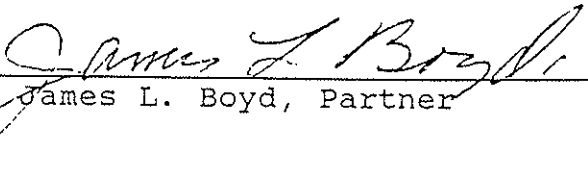
IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

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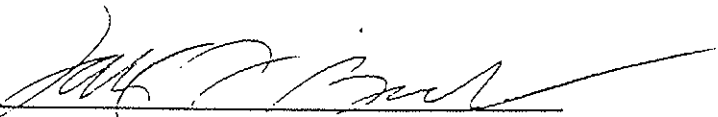
BDP INVESTORS, a Kansas general partnership

By:   
William J. Pachter, Partner

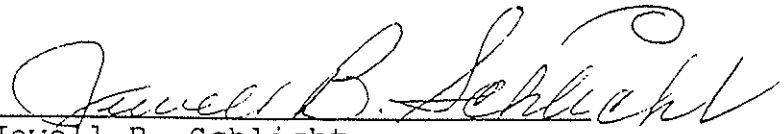
By:   
Stuart E. Davis, Partner

By:   
James L. Boyd, Partner

LAMAR INVESTORS, a Kansas general partnership

By:   
Jay T. Boehm,  
Member, Management Committee

By:   
Paul G. Scully  
Member, Management Committee

By:   
Jewel B. Schlicht  
Member, Management Committee

LAMAR INVESTORS II, a Kansas  
general partnership

By: *Ralph R. Schlicht*  
Ralph R. Schlicht  
Member, Management Committee

By: *Jerrold Gottlieb*  
Jerrold Gottlieb  
Member, Management Committee

By: *Jay T. Boehm*  
Jay T. Boehm  
Member, Management Committee

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

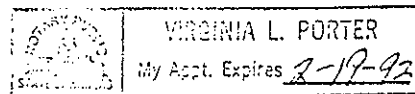
BE IT REMEMBERED, that on this 20<sup>th</sup> day of April, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William A. Kratoch, Frank E. Brown, and Harold L. Burt, general partners of BDP INVESTORS, a Kansas general partnership, who are personally known to me to be the same persons who executed the foregoing instrument on behalf of such partnership, and such persons duly acknowledged the execution of the same to be the act and deed of such partnership.

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

*Virginia L. Porter*  
Notary Public

Virginia L. Porter  
Print or Type Name

My commission expires: February 19, 1992



STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this 20<sup>th</sup> day of April, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frank H. Sully and William A. Lambert, general partners of LAMAR INVESTORS, a Kansas general partnership, who are personally known to me to be the same persons who executed the foregoing instrument on behalf of such partnership, and such persons duly acknowledged the execution of the same to be the act and deed of such partnership.

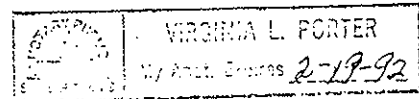
IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year last above written.

Virginia L. Porter  
Notary Public

Virginia L. Porter  
Print or Type Name

My commission expires:

February 2, 1992





STATE OF KANSAS            )  
                                  ) ss.  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this 20th day of April, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert R. Kehlrich, Barbara Kestelake, and Walter W. Berman, general partners of LAMAR INVESTORS, II, a Kansas general partnership, who are personally known to me to be the same persons who executed the foregoing instrument on behalf of such partnership, and such persons duly acknowledged the execution of the same to be the act and deed of such partnership.

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

Virginia L. Porter  
Notary Public

Virginia L. Porter  
Print or Type Name

My commission expires:

February 19, 1992

