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AMENDED AND RESTATED
DECLARATION OF
RESTRICTIONS, ASSESSMENTS, COVENANTS AND EASEMENTS
FOR
RIVER RIDGE FARMS WEST 6TH PLAT

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**AMENDED AND RESTATED
DECLARATION OF
RESTRICTIONS, ASSESSMENTS, COVENANTS AND EASEMENTS
FOR
RIVER RIDGE FARMS WEST 6TH PLAT**

THIS DECLARATION is made as of the 18th day of April, 2012, by WRS, INC., a Kansas corporation ("Developer"), for the purpose of amending and restating, in its entirety, that certain Declaration of Restrictions, Covenants, and Home Association's Declaration at River Ridge Farms West recorded with the Register of Deeds of Johnson County, Kansas in Book 200804 at Page 005894 and re-recorded in Book 200806 at Page 001547 (the "Original Declaration") so that it reads as set forth below. This Declaration is being executed and recorded by Developer pursuant to the modification authority granted to it in the second paragraph of Section 1 of Article VIII of the Original Declaration.

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas a plat of the subdivision known as "River Ridge Farms West 6th Plat", which plat includes the following described lots and tracts:

Lots 32 through 88, River Ridge Farms Sixth Plat, a subdivision in Johnson County, Kansas.

WHEREAS, Developer, as the present owner of all but two of the foregoing lots and as the developer of the above-described real property, desires to create and maintain a residential neighborhood and a homes association and to place certain restrictions on such lots to preserve and enhance the value, desirability, maintenance and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of Developer and its grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its grantees, hereby subjects all of the above-described real properties to the covenants, restrictions, charges, assessments and easements hereinafter set forth and agrees and declares that the above-described real properties shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The terms used in this Declaration shall have the following meanings, unless the context requires otherwise:

"Approving Party" means (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Board.

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

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

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

"Common Properties" means (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in the District, (ii) all landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all Owners within the District, (iii) swimming pool area, (iv) riding or hiking paths, and (v) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the Owners within the District.

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

"Developer" means WRS, Inc., a Kansas corporation, and its successors and assigns.

"District" means the overall area commonly known as River Ridge Farms in Johnson County, Kansas being developed by Developer and its predecessors.

"Exterior Structure" means any structure erected or maintained or proposed to be erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, animal house, outbuilding, fence, patio wall, rock wall, landscape wall, privacy screen, boundary wall, bridge, patio enclosure, sport court, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, antennae, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

"Homes Association" means River Ridge Farms Homes Association, a Kansas not-for-profit corporation, serving as the homes association for the District.

"Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of periodic and special assessments due with respect thereto from time to time, such adjacent property under common ownership shall constitute such whole or partial number of Lots as may be specified in writing by the Developer, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."

"Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

"Recording Office" means the Office of the Register of Deeds of Johnson County, Kansas or such other governmental office in which deeds, mortgages and other instruments relating to real property in Johnson County, Kansas are to be recorded to give public notice thereof.

"Subdivision" means all of the above-described Lots in River Ridge Farms West 6th Plat, and all additional property (if any) which hereafter may be made subject to this Declaration in the manner provided herein.

ARTICLE II

IMPROVEMENTS AND CONSTRUCTION REQUIREMENTS

Section 2.1 Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, masonite or wood lap siding, plate glass, glass blocks, wood trim, or any other materials specifically approved by the Developer in writing. Concrete blocks shall not be permitted as an exterior finished surface. All windows and exterior doors shall be constructed of glass, wood, metal or vinyl clad, fiberglass, or any other materials specifically approved by the Developer in writing. No windows or exterior doors may be white, silver or other similar finish. Roofs of residences shall be covered with wood shingles, wood shakes, concrete tiles, clay tiles, slate, stone-coated steel, or high quality composition shingles, all of the specific types, colors, styles, dimensions and other aesthetic factors specifically approved by the Developer in writing. Notwithstanding the foregoing provisions of this Section requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Approving Party in its absolute discretion, shall be acceptable upon written approval by the Approving Party in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Approving Party shall have the right, in its absolute discretion, to establish and regulate in

writing the specific types, colors and other aesthetic features of such new or additional building materials.

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

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

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.

(e) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks along the street or from the driveway to the front door are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

(f) All residences shall have at least a three-car garage. No car ports are permitted.

(g) The Developer, in its discretion, may allow variances from the foregoing requirements of this Section.

Section 2.2 Minimum Floor Area. No residence shall be constructed upon any Lot unless it has a total finished floor area of at least: 1,900 square feet on the main floor for a ranch style residence (excluding a so-called reverse one and one-half story); 2,300 square feet for a reverse one and one-half story with at least 1,500 square feet on the main floor; 2,500 square feet for a two story residence with at least 1,250 square feet on the main floor; and 2,300 square feet for a one and one-half story residence with at least 1,500 square feet on the main floor. A "reverse one and one-half story" is a ranch style residence with a basement finished comparable in quality to the main floor with at least one bedroom and bathroom in the basement. Finished floor area shall exclude any finished attics, garages, basements (other than in a reverse one and one-half story residence) and similar habitable areas. The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

Section 2.3 Approval of Plans; Post-Construction Changes; Grading; Erosion Control.

(a) Notwithstanding compliance with the provisions of Sections 2.1 and 2.2, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and

until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme (all as and when may be required by the Developer for each particular stage of construction) have been submitted to and approved in writing by the Developer or, in the case of Exterior Structures to the extent provided in Section 3.2, the Board, in each case as to architectural consistency and other aesthetic factors. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the Developer or the Board, as the case may be.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Board. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, colors, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Board.

(c) All final grading of each Lot shall be completed by the Owner in connection with construction of the residence and shall be in accordance with any master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made by or for the Owner without the prior written approval of the Approving Party and (if required) the City. The Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Developer not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or subsurface material. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Lots which the Developer or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) During the construction of the residence and improvements on such Lot and until the Lot is completely established with grass, the Owner, at its expense, shall install and properly maintain hay bales, silt fencing and such other erosion and silt control devices as are necessary to prevent stormwater runoff from the Lot depositing silt or other debris onto adjacent Lots, Common Properties and streets. In connection therewith, the Owner shall comply with all Federal, state and local governmental laws, regulations and requirements, with all applicable permits, and with all requirements imposed by the Developer, including, without limitation, preparation of inspection reports, and the Owner

shall be responsible for any and all governmental fines and assessments that may be levied or assessed as a result of a failure of the Owner to so comply.

(e) All site preparation, including, but not limited to, tree removal, excavation, grading, rock excavation/removal, hauling, and piling, etc., shall be at the sole expense of the Owner or builder. All removed trees and excavated rock, etc., shall be removed from the Subdivision and shall not be spoiled within the Subdivision, except as expressly approved by the Developer.

(f) All building plans and plot plans shall be designed to minimize the removal of existing trees.

(g) Approval of plans or specifications by the Developer or the Board is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.

(h) Each Owner acknowledges that neither the sale of a Lot by the Developer to a particular builder nor the inclusion of a particular builder on a list of builders building in the area or on a list of approved builders constitutes a representation, endorsement or guaranty by the Developer or any real estate broker/salesperson of the financial stability, qualifications, work or any other matter relating to such builder. Neither the Developer nor any real estate broker/salesperson guarantees or warrants the obligations or construction by any builder.

Section 2.4 Set Backs. No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Approving Party shall have (i) the right to decrease, in its discretion, the set back lines for a specific Lot, to the extent they are greater than the minimum set backs required by the City, by filing an appropriate instrument in writing in the Recording Office and (ii) the right to increase, in its discretion, the setback lines for a specific Lot(s).

Section 2.5 Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced (meaning digging of the foundation) within three (3) months following the date of delivery of a deed from the Developer to the first purchaser of such Lot and shall be completed within 12 months after such construction commencement. In the event such construction is not commenced within such three (3) month period (or extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from the Owner, free and clear of all mortgages, mechanic's liens and similar liens, for an amount equal to 90% of the sale price of the Lot from the Developer to the first purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, insurance, interest or other expenses paid or incurred by or

for such Owner and all taxes and installments of special assessments shall be prorated between Developer and the Owner as of the closing of the repurchase by Developer.

Section 2.6 Potential View Obstruction. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, trees, landscaping or other item on any other part of the Subdivision, where otherwise permitted by this Declaration, because such structure, trees, landscaping or other item obstructs any view from the affected Lot.

ARTICLE III USE RESTRICTIONS

Section 3.1 Use of Land. Except as otherwise expressly provided in this Declaration, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Properties or be used for human habitation; provided, however, that the Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer shall have the right to use trailers or temporary buildings or structures or any residence on any Lot or any building that is part of the Common Properties for model, office, sales or storage purposes during the development and build out of the District.

Section 3.2 Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Board as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) of this Section or elsewhere in this Declaration. Notwithstanding the foregoing sentence, the approval of the Board shall not be required for (I) any Exterior Structure erected by or at the request of the Developer or (II) any Exterior Structure that (A) has been specifically approved by the Developer, prior to the initial occupancy of the residence, as part of the residential construction plans approved by the Developer and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Developer and the Board, as applicable, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) All fence and privacy screen plans and materials must be approved by the Developer or Board, as applicable, and (where required) the City prior to installation. No fence shall be installed without a permit from the City (where

required) and compliance with all applicable laws and codes. Only the specific styles, materials and colors of fences and privacy screens approved by the Developer shall be permitted on the Lots. All fences, retaining walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. All fences and privacy screens shall be constructed with a finished side facing outward. No chain link, wire or similar fence shall be permitted. Unless and until otherwise specifically approved in writing by the Developer or Board, as applicable, (A) no fence or privacy screen shall exceed five feet in height, (B) no fence or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Developer or Board, as applicable) of the residence, (C) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools, hot tubs and patio areas, and (D) all fences (except for fences around swimming pools, hot tubs and patio areas) must be joined to or abutting any previously existing fences on adjacent Lots.

(ii) All basketball goals shall be permanently installed, free standing and not attached to the residence. All backboards shall be transparent and all poles shall be black or a neutral color. There shall be only one basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) All recreational or play structures must be approved in advance by the Developer or Board, as applicable, and (if allowed) (A) shall be made of materials approved in writing by the Developer or Board, as applicable, (B) (other than basketball goals) shall be located behind the rear corners (as determined by the Developer or Board, as applicable) of the residence and (C) (other than basketball goals) shall be located at least 15 feet from each side boundary and 15 feet from the rear boundary of the Lot.

(iv) No aboveground type swimming pools shall be permitted. All swimming pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with City requirements and other provisions of this Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(v) All outside doghouses shall be located in the back yard near the residence, shall be painted or stained (where appropriate) the same color of the residence, and shall have roofs that are the same as the residence.

(vi) The following Exterior Structures shall be prohibited on the Lots: animal runs, trampolines, portable basketball courts, tennis courts, sport courts,

tree houses, batting cages, storage sheds, detached greenhouses, detached garages and other detached outbuildings.

(c) No fence, wall or other Exterior Structure installed by or for the Developer or Homes Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Approving Party.

Section 3.3 Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 3.1 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner or occupant from maintaining an office area or operating a home-business occupation in his residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained.

(b) No illegal, noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Property; nor shall anything be done which may be or become an annoyance or a nuisance to the District (as determined by the Board), or any part thereof, except as may be otherwise expressly permitted by this Declaration. The foregoing shall not be construed to limit or restrict the rights or powers of the Developer or the Homes Association under this Declaration.

(c) Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. The exterior portions of the residence and all Exterior Structures on the Lot (including, without limitation, any fence that may have been installed by or for the Developer) shall be kept and maintained by the Owner in good condition and repair at all times. Each residence exterior shall be repainted by the Owner, as needed (as may be determined by the Board). Any exterior color change must be approved in advance by the Board.

(d) Unlicensed, unregistered or inoperative motor vehicles are prohibited, except in an enclosed garage.

(e) Overnight parking of motor vehicles, boats, trailers, buses, campers, or similar apparatus of any type or character in public streets, Common Properties or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (g) of this Section, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, jet-ski, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

(f) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Subdivision except during such limited time as such truck or

vehicle is actually being used in the Subdivision during normal working hours for its specific purpose.

(g) Recreational motor vehicles of any type or character are prohibited except:

(i) When stored in an enclosed garage;

(ii) When temporarily parked on the driveway for the purpose of loading and unloading (maximum of 24 hours every 14 days); or

(iii) With prior written approval of the Board.

(h) No television, radio, citizens' band, short wave or other antenna, solar panel, clothesline or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes and small solar panels may be installed, with the prior written consent and in accordance with the requirements of the Approving Party, so as to render the installation as inoffensive as possible to other Owners.

(i) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard. Sculptures, bird baths, bird feeders, fountains, yard art, and similar decorative objects are allowed on the exterior of the residence or in the yard only with the specific written approval of the Board.

(j) Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white (clear) and not colored.

(k) No garage sales, sample sales, estate sales or similar activities shall be held within the Subdivision without the prior written consent of the Board.

(l) No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(m) All residential service utilities shall be underground, except with the approval of the Developer.

(n) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of the Board) and the Owner shall cause the residence to be rebuilt in all events within 12 months after the date of the damage.

(o) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened with materials and in the manner approved by the Board as otherwise authorized herein.

(p) No outside fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills).

(q) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot, except that:

(i) One sign not more than three feet high and/or three feet wide may be maintained offering the residence for sale or lease. For newly constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved.

(ii) One garage sale sign not more than three feet high and/or three feet wide is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are installed no more than 2 hours before the start of the sale and are removed within 2 hours after the close of the sale.

(iii) Political signs not more than six square feet are permitted on the Lot for up to 45 days before the election but must be removed within two days after the election.

Prior to the filing of the Certificate of Substantial Completion, no sign offering a residence or Lot for sale shall be allowed in the Subdivision (other than signs of the Developer-approved new home real estate brokerage company for the Subdivision). Without limiting the foregoing, no sign shall be permitted which (A) describes the condition of the residence or the Lot, (B) describes, maligns, or refers to the reputation, character or building practices of the Developer, any builder, or any other Owner, or (C) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot or residence in the Subdivision. In the event of a violation of the foregoing provisions, the Developer and/or the Homes Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass, violation of constitutional or other rights, or otherwise. If these limitations on the use of

signs, or any part thereof, are determined to be unlawful, the Board shall have the right to regulate the use of signs in a manner not in violation of law.

(r) No trash, refuse, or garbage can or receptacle (other than construction dumpsters during construction) shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which are defined as: (i) rental of less than three months duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board and to the extent permitted by law, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Properties, and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Subdivision.

(u) Each of the Developer and the Homes Association may enforce the foregoing restrictions and other provisions of this Declaration by establishing, levying and collecting fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as the Developer or the Homes Association, in its sole discretion, deems appropriate.

Section 3.4 Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. Bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals, or animals requiring special permits from any

government authority are prohibited. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Properties and Lots owned by others.

Section 3.5 Lawns, Landscaping and Gardens.

(a) Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, all lawns, including all areas between the residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave a portion of the Lot as a natural area with the express written permission of the Approving Party. No lawn on a Lot shall be planted with zoysia or buffalo grass.

(b) Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include, but not be limited to, a minimum expenditure of \$3,500.00 on foundation plantings in the front yard, plus at least one hardwood tree of two inch or more caliper in the front yard (in addition to any trees planted by the Developer)). All landscaping shall be installed in accordance with the landscaping plans approved by the Developer and shall be maintained by the Owner in good condition at all times.

(c) To the extent any of the foregoing items are not completed prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Developer, to assure such installation when weather permits.

(d) All vegetable gardens shall be located behind the rear corners of the residence (as determined by the Approving Party) and at least 5 feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot, except with the prior written consent of the Approving Party.

(e) Each Owner shall keep the lawn of the Lot in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed 4 inches and reasonably free from weeds.

(f) The Developer shall have the right (but not the obligation) to install one or more trees on each Lot. The type(s) and location(s) of tree(s) and timing of planting shall be selected by the Developer in its absolute discretion. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer).

ARTICLE IV
COMMON PROPERTIES

Section 4.1 Common Properties.

(a) The Developer shall have the right (but not the obligation) to provide Common Properties for the use and benefit of the District. The size, location, nature and extent of improvements and landscaping in the Common Properties, and all other aspects of the Common Properties that are provided by the Developer, shall be determined by the Developer in its absolute discretion.

(b) The Developer and its successors, assigns, and grantees, the Owners, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Properties, but only for the intended and permitted use of such Common Properties. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(c) Any ownership by the Homes Association of any Common Property and the right and easement of enjoyment of the Owners in the District as to any Common Property shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Property, as provided in Article V.

(d) No Owner shall improve, destroy or otherwise alter any Common Property without the express written consent of the Approving Party.

(e) Owners of Lots adjacent or nearby the Common Properties shall prevent erosion and pollutant discharges and runoff onto the Common Properties.

(f) Each of the Developer and the Homes Association shall have reasonable access through Lots adjacent to the Common Properties for the purposes of maintenance and improvement thereof, but any party exercising such right shall be responsible for repairing any damage caused by it to adjacent Lots in connection with the use of such access right.

(g) The Developer and the Homes Association shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Property.

(h) Each of the Developer and the Homes Association, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Subdivision then owned by it, including, without limitation, to make part of a Common Property tract a part of a Lot, and vice versa. In addition, each of the Developer and the Homes Association shall have the right to transfer to the City (but only with the City's consent) title to or easements over all or any part of the Common Properties so that such become public areas maintained by the City.

(i) By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of a swimming pool and any diving board and/or slide and any playground equipment that may be installed as part of the Common Properties. The Developer and the Homes Association and their respective officers, directors, representatives and agents shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Developer or the Homes Association or any of their respective officers, directors, representatives or agents for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the Common Properties, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

(j) By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with the lakes that are part of the Common Properties. The Developer and the Homes Association and the officers, directors, managers, representatives and agents of the Developer and the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Developer, the Homes Association and/or any officer, director, manager, representative or agent of the Developer or the Homes Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the lakes, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

ARTICLE V

GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS

Section 5.1 The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Subdivision or any Common Property. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line service and maintenance.

Section 5.2 The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement

over and through all unimproved portions of each Lot for the purpose of performing the powers and duties of the Homes Association and maintaining any Common Property. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

Section 5.3 The Developer and the Homes Association, through its authorized representative(s), may at any reasonable time enter any Lot, without being deemed guilty of trespass, for the purpose of inspecting the Lot and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder.

Section 5.4 The Developer and the builder of the residence on the Lot shall have reasonable access to each Lot for the purpose of inspecting and maintaining erosion control devices until final stabilization of the full Lot is achieved by sodding and landscaping. No Owner shall prevent or inhibit the Developer's or the builder's reasonable access for such purpose, and no Owner shall remove or damage any erosion control devices installed by the Developer or the builder. Each Owner shall notify the builder and the Developer of any damage to such erosion control devices.

Section 5.5 In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

Section 5.6 No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line.

ARTICLE VI LIABILITY AND INDEMNIFICATION

Section 6.1 Neither the Developer, the Homes Association, nor any of their officers, directors, managers, representatives or agents, or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

Section 6.2 If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, any other committee, or any individual, director, officer or committee member, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, the Board, committee or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including

reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

Section 6.3 To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

ARTICLE VII

HOMES ASSOCIATION; MEMBERSHIP

Section 7.1 Homes Association Membership. Each Owner of a Lot, including the Developer as an Owner, shall be a member of the Homes Association.

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

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

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

Section 7.2 Powers and Duties of the Homes Association.

(a) In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(i) To enforce, in the Homes Association's name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Lots or other part of the Subdivision; provided, however, that this right of enforcement shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the Homes Association or other parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth or otherwise by law. The expense and cost of any such enforcement proceedings by the Homes Association shall be paid out of the general funds of the Homes Association, except as herein provided. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his own name.

(ii) To own, lease and otherwise deal with real property and personal property.

(iii) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Common Properties, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(iv) To maintain public liability, worker's compensation, fidelity, property coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Homes Association, the Common Properties and the property within the Subdivision.

(v) To levy the assessments and other charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments and related charges.

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

(vii) To enter into and perform 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 associated therewith.

(viii) To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Homes Association, including, without

limitation, keeping of books and records, operating and maintaining Common Properties, and planning and coordination of activities.

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

(x) 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 Subdivision; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the Subdivision neat in appearance and in good order.

(xi) To exercise any architectural, aesthetic or other control and authority given and assigned to the Homes Association in this Declaration or in any other deed, declaration or plat relating to all or any part of the Subdivision.

(xii) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, those regarding the use of Common Properties) and to provide means to enforce such rules, regulations, restrictions and guidelines, and the recorded declarations, by establishing, levying and collecting fines and other enforcement charges and taking such other lawful actions as the Homes Association, in its discretion, deems appropriate.

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

(b) 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 all Owners within the Subdivision:

(i) To the extent not provided as a service by any governmental authority, the Homes Association shall provide for the normal collection and disposal of rubbish and garbage for each residence one day per week (which day, if possible, shall be the same for all residences). The Homes Association, however, shall not be obligated to provide or pay for any recycling services, except where required by law.

(ii) The Homes Association shall at all times, from and after its date of formation and at its expense, be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Common Properties (except any part thereof that is within any Lot and has not been landscaped or otherwise improved by or for the Developer or the Homes Association), subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

(c) The Board, in its discretion, may cause the Homes Association to provide other services for the Lots that are not part of the required services described above. The

Board shall have the right to determine the scope and timing of the required and discretionary services to be provided by the Homes Association, and shall have the right (but not the obligation) to establish, maintain and expend reserve funds for the improvements on the Common Properties and the services to be provided by the Homes Association. Neither the Developer, the Homes Association, nor any of their officers, directors, managers, representatives or agents shall be liable to any Owner or other party for any failure to establish or maintain any such reserves or if any such reserves are inadequate.

ARTICLE VIII **ASSESSMENTS AND ASSESSMENT LIENS**

Section 8.1 Assessments.

(a) For the purpose of providing funds to enable the Homes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the District (other than Lots then owned by the Developer and Lots then owned by a builder or other party prior to the initial occupancy of the residence thereon) shall be subject to a periodic assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article VIII.

(b) The periodic assessments provided for herein shall be based upon the calendar year and shall be due and payable as determined by the Board.

Section 8.2 Special Assessments.

(a) In addition to the periodic assessments provided for herein, the Board:

(i) shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent (I) a fine has been assessed by the Homes Association against the Owner or (II) the Homes Association expends any money (for services, materials, and legal fees and expenses) to correct or eliminate (by enforcement, self-help or otherwise) any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair such Lot or any improvement thereon); and

(ii) shall levy from time to time special assessments against each and every Lot then subject to periodic assessments under Section 8.1 in an equal amount that is sufficient, when aggregated, to enable the Homes Association (I) to pay the costs of any emergency expenditures deemed necessary by the Board and (II) to pay the costs of any capital improvements approved by a vote of the members.

(b) In the event an Owner fails properly to maintain, repair, repaint, or replace any improvements on the Owner's Lot, the Homes Association, acting through the Board and after giving adequate notice to the Owner of the need for the maintenance, repair,

repainting, or replacement, may enter onto the Lot and perform such maintenance, repair, repainting, or replacement. The Homes Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Lot and shall be a special assessment against the Owner and the Owner's Lot.

(c) If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board of Directors, or any committee, or any individual director, officer or committee member of the Homes Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, Board of Directors, committee, or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees and court costs. Such recovery right shall constitute a special assessment against the Owner and the Owner's Lot.

(d) Each special assessment shall be due and payable by the Owner of the Lot upon the Homes Association giving written notice of the special assessment to the Owner of the Lot, shall be a lien on the Lot until paid in full, and shall be enforceable as provided in this Declaration.

Section 8.3 Delinquent Assessments.

(a) Each assessment regarding a Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Homes Association on the Lot against which it is levied as soon as the assessment becomes due. Should any Owner fail to pay any assessment with respect to the Owner's Lot in full within 30 days after the due date thereof, then such assessment shall be delinquent, the Owner shall be charged a late fee of the greater of \$25.00 or 5% of the unpaid amount, and the unpaid amount shall bear interest at the rate of 10% per annum, compounded monthly (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent assessment and the lien on the Lot. Should the Homes Association engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including, without limitation, court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner(s) of the Lot, jointly and severally, at the time when the assessment became due.

(b) All liens on any Lot for 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 Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such assessments to the extent applicable to periods prior to the earlier of (i) the entry of the order allowing such foreclosure, or (ii) the execution of a deed in lieu thereof, but shall not release such Lot from liability for any assessment applicable to periods

thereafter. If the Owner or any creditor of the Owner (other than the applicable first mortgage lender) subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

(c) Payment of a delinquent assessment with respect to a Lot may be enforced by judicial proceedings against the Owner personally and/or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the Recording Office, and/or the office of the Clerk of the District Court for Johnson County, Kansas, whenever any assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$100.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot and which fee amount may be increased by the Board from time to time to reflect cumulative increases in an appropriate consumer price index (as selected by the Board) after December 31, 2013.

(d) Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period a lawsuit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the lawsuit and sale of the property under the execution of judgment establishing the same.

(e) To the extent permitted by applicable law, the Homes Association may cease to provide any or all of the services (including, without limitation, use of Common Properties and trash services) to be provided by or through the Homes Association with respect to any Lot during any period that the Lot is delinquent on the payment of an assessment due under this Declaration, and no such cessation of use privileges or services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner may waive or otherwise avoid liability for any assessment by not using any Common Properties or by declining any services provided through the Homes Association.

(f) No claim of the Homes Association for assessments and charges shall be subject to setoffs or counterclaims made by any Owner. To the extent permitted by law, each Owner hereby waives the benefit of any redemption, homestead and exemption laws now or hereafter in effect, with respect to the liens created pursuant to this Declaration.

(g) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Lots and the Subdivision, and are necessary for the continued provision of services, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 8.4 Payments. 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.

Section 8.5 Other Association Matters. The Lots described within this Declaration shall be governed by the other recorded declarations relating to the District as to the quorum requirements, effect of nonpayment of assessments, the Board and all other administrative details as to the operations of the Homes Association and the collection of assessments not inconsistent with this Declaration.

ARTICLE IX

AMENDMENT AND TERMINATION

Section 9.1 Amendment; Termination. The provisions of this Declaration shall remain in full force and effect until December 31, 2032, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the Subdivision from all or part of such provisions as of December 31, 2032, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2032, or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration also may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least 60% of the Lots within the Subdivision as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association under express authority and action of the Board.

Section 9.2 Developer's Right to Amend. Anything set forth in this Article to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the Subdivision or any part of the Subdivision or any Lot in the Subdivision, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Subdivision or the amendment is necessary to cause this Declaration to comply with any applicable law, (iii) in the opinion of the Developer, a typographical or factual error or omission needs to be corrected, (iv) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Subdivision or (v) until December 31, 2017, to make any other amendment the Developer may determine to be appropriate. No such amendment by the Developer shall require the consent of any Owner or the Homes Association.

ARTICLE X
EXTENSION OF SUBDIVISION

The Developer shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any tract, street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such additional property 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 its absolute discretion.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 Covenants Running with the Land; Enforcement; Waivers.

(a) The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. The provisions of this Declaration shall not benefit nor be enforceable by any creditor of the Homes Association (other than the Developer) in such capacity as a creditor.

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

(c) No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

(d) The Developer, the Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions, reservations and other provisions set forth in this Declaration, in addition to pursuing an

action at law for damages. To the maximum extent permitted by law, if the Developer or the Homes Association files such court action and is successful in obtaining a judgment or consent decree in such court action or otherwise obtaining compliance by the breaching party, the Developer and/or Homes Association shall be entitled to receive from the breaching party, as part of the judgment or decree or any dismissal or settlement, the actual legal fees, costs and expenses incurred by the Developer and/or Homes Association with respect to such action.

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

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

(g) No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation or potential violation of this Declaration with respect to a specific Lot shall constitute and be deemed as a waiver by all other persons and entities (other than the Developer) of such violation or potential violation.

Section 11.2 Notices. 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 Owner at the address of the Lot. Notice to one co-Owner shall constitute notice to all co-Owners.

Section 11.3 Savings Clause. If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of the Developer and the now-living descendants of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

Section 11.4 Assignment.

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

(b) The Homes Association shall have no right, without the written consent of the Developer, to assign, convey, or transfer all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

Section 11.5 Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

Section 11.6 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

Section 11.7 Grandfather Provision. To the extent any now existing improvement on any Lot violates any restriction or requirement set forth in this Declaration, such violating improvement shall be grandfathered from such provisions of this Declaration so long as the violating improvement continues to exist and is maintained in good condition and repair.

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

THE DEVELOPER:

WRS, INC.

By: 

Name: Jack Southerland

Title: President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on April 18, 2012 by Jack Southerland, as President of WRS, Inc., a Kansas corporation.

My Commission Expires:

4-2-13
[SEAL]

Stanley N. Woodward
Notary Public in and for said County and State

Print Name: Stanley N. Woodward

