



Sedgwick County
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**DECLARATION OF COVENANTS, RESTRICTIONS, DISCLOSURES,
EASEMENTS AND CONDITIONS FOR GLASER 2ND ADDITION**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, DISCLOSURES, EASEMENTS AND CONDITIONS FOR GLASER 2ND ADDITION. ("Declaration") is made effective the 16th day of March, 2021, by GJI Properties, LLC, a Kansas limited liability company (hereinafter referred to as the "Developer").

WITNESSETH, THAT:

WHEREAS, Developer desires to adopt and establish covenants, restrictions, disclosures, easements and restrictions for the purpose of developing, enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined); and specifying the rights and obligations of the Developer and the Owners (as hereinafter defined); and

WHEREAS, the Associations (as hereinafter defined) will be incorporated for the purpose of exercising powers and functions hereunder; and

WHEREAS, Developer will convey title to all the Lots (as hereinafter defined), subject to the covenants, restrictions, disclosures, easements and conditions hereinafter set forth.

NOW, THEREFORE, Developer hereby covenants, agrees and declares that the Property shall be held, sold and conveyed subject to the following covenants, disclosures, restrictions, easements and conditions, which are hereby declared to be for the benefit of all of the Property, Developer and the Owners, and their successors and assigns.

Authentisign
Jackson Howard 03/21/23

Authentisign
Mallory Howard 03/20/23

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to the Declaration and are defined as follows:

- 1.1 "Articles" shall mean the Articles of Incorporation of the ASSOCIATION which shall be filed in the office of the Secretary of State of Kansas, as such Articles may be amended from time-to-time.
- 1.2 "Association" shall mean and refer to the Glaser 2nd Addition Homeowners' Association (or such other corporate name as Developer shall hereafter select), a nonprofit corporation, incorporated under the laws of the State of Kansas, its successors and assigns.
- 1.3 "ACC" shall mean and refer to the Architectural Control Committee as described in Article VII.
- 1.4 "Board" shall mean and refer to the Board of Directors of the Association.
- 1.5 "Bylaws" shall mean the Bylaws of the Association as such Bylaws may be amended from time-to-time by two-thirds of the Owners voting at an annual or special meeting of the Owners or such other voting means properly conducted in accordance with the Bylaws.
- 1.6 "Developer" shall mean GJI Properties, LLC a Kansas limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interest to one or more entities, the term "Developer" as used herein shall thereafter refer to both the Developer and all successor developers unless the context clearly means otherwise.
- 1.7 "Lot" shall mean and refer to each platted Lot within the Property upon which there may be constructed a residence; provided, that where land has been attached to or detached with the prior approval of the Developer or the ACC from any Lot the enlarged or diminished Lot shall be deemed to be a Lot hereunder; provided, if two or more Lots are combined into a single residential site.
- 1.8 "Member" shall mean and refer to every person or entity who or which is an Owner of fee or undivided fee interest in any Lot, but not including any Owner who has sold his interest in a Lot under an executor contract and no longer has possession of his Lot. During the time any such executor contract is in force, the contract vendee shall be considered to be the Member rather than the contract

seller. When more than one person holds an interest in a Lot, all such persons shall be Members.

- 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.10 "Property" shall mean and refer to all of the property described as follows, together with such other land as may be added and excluding land removed hereunder by the terms of this Declaration:

Lots 1-6, Blk A, Glaser 2nd Addition, Sedgwick Co, KS

- 1.11 "Residence" shall mean newly constructed, single-family dwelling.
- 1.12 "Structure" shall mean and include anything or device, the placement of which upon any Lot may affect the drainage or appearance of such Lot, including, by way of illustration and not limitation, any shed, berm, building, garage, gazebo, porch, shed, boat dock, bathhouse or greenhouse, covered or uncovered patio, screening materials, swimming pool, tennis court, light pole, clothesline, sandbox, radio or television antenna, curbing, paving, fence, wall, signboard, mailbox, satellite dish and related structure, or any temporary or permanent improvement to such Lot. "Structure" shall also include any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of surface water from, upon or across any Lot, which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and any change in the grade of any Lot other than in accordance with drainage guidelines, standards and plans established by the Developer, the applicable ACC, the municipality having jurisdiction over the Property or the Lot specific drainage plan, whichever are most stringent.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. The Association shall have as members only Owners. All Owners shall, upon acquiring a Lot, be deemed automatically to have become Members (whether or not any Owner is occupying a residence on their Lot), and there shall be no other qualifications for membership. There shall be only one membership per Lot. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

2.2 Voting Rights. All Members of the Association, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. Each Member of the Association's shall have one (1) vote for each Lot owned by the Member, subject to the following exceptions and conditions:

A. When any such Lot is owned or held by more than one (1) Member as tenants in common, joint tenants or any other manner of joint or common ownership or interest, such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot, fractional votes shall be permitted, but in no event shall more than one vote be cast with respect to any Lot.

B. Notwithstanding the foregoing, Developer shall be entitled to six (6) votes for each single Lot owned by it.

C. In addition to any other penalties provided for in the Declaration, any Member (other than Developer) who is in violation of Article II (including, but not limited to, the failure to timely pay assessments or other sums due hereunder) or any rules adopted pursuant to this Declaration or referenced herein, as determined by the Board, shall not be entitled to vote on any proposal regarding assessments or fees during any period in which such violation continues. The Board shall be the sole judge of the qualifications of each Member to vote by verification of the current Accounts Receivable Report.

D. The Board shall adopt such Bylaws, consistent with the terms hereof, the Articles and the laws of the State of Kansas, as it deems advisable for any meeting of Members with regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes and such other matters concerning the conduct of meetings and voting as it shall deem proper. No member shall vote by proxy.

2.3 Formation. Developer shall have the right and its sole and exclusive options to perform duties and assume the obligations of, levy and collect the assessments for, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers herein given to the Developer. The Developer may, by appropriate written instrument made expressly for that purpose, assign or convey to a third party any portion or all of the rights, reservations and privileges herein, and upon such assignment or conveyance being made, such third party or Association shall exercise and assume such assigned in writing by the Developer.

ARTICLE III

COVENANTS CONCERNING ASSESSMENTS AND LIENS

3.1 General Assessments. No General Assessments will be levied at this time. This is subject to change as the Board sees fit with a two-thirds vote at a regular or special meeting. If a general assessment is levied, it shall not be increased year-over-year by more than 25%. General assessments shall be made against the Members on an equal basis for each Lot.

3.2 Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot for the purpose of providing additional funds (when funds are insufficient through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid except upon the approval of Members holding at least two-thirds of the Members present, in person, at the meeting duly called for the purpose of approving the same. Further, the Board shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach results in an expenditure by the Association for repair or remedy of such breach. Any special assessments shall be payable in full (unless a schedule for payments in installments is specified) on the first day of the calendar month next following the date that the same shall be established by the Association or the Board.

3.3 Collection and Expenditures. The Association through the Board shall have the sole authority to collect and enforce the collection of all general and special assessments and penalties provided for in this Declaration, and may, in addition to such assessments, charge and assess costs and expenses, including reasonable attorney's fees, and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided in this Declaration and the Articles and Bylaws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessment in the succeeding year, but may carry forward from year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

3.4 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment or penalties shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and shall automatically constitute a lien on the applicable Lot and shall so continue until the amount of said charge and assessment, together with all costs, late fees, fines, penalties and interest as herein

provided, has been fully paid or otherwise satisfied. To the extent permitted by applicable law, the Association may cease to provide all and any of the services provided by or through the Association with respect to any Lot during any period that an Owner is delinquent in the payment of any sum due under this Declaration, or due to any other default hereunder, and no such cessation of services shall result in reduction of any amount due from the Owner before, during or after such cessation. No claim of the Association for assessments or other charges due hereafter shall be subject to setoffs or counterclaims made by any Owner.

3.5 Notice of Delinquency. At any time after any general or special assessment, fine, penalty or other sums due hereunder against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, which Notice of Delinquency shall state therein the amount of such delinquency and that it is a lien, and the interest costs (including attorney's fees and expenses) fines and late fees, which have accrued thereon, a description of the Lot against which the same as been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association. Upon payment or other satisfaction of said assessment, interest, late fees, fines and costs and expenses in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and release of the lien thereof.

3.6 Right of Association to Enforce Payment of Assessment. By the acceptance of title to a Lot, each Owner shall be held to vest in the Association, through the Board, with the right and power to prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of assessments, charges or fines and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorney's fees and any other expenses reasonable incurred in enforcing its right hereunder. Each Owner, to the extent permitted by law, hereby waives, with respect to any liens created pursuant to this Declaration or documentation associated herewith (whether such liens are now in existence or are created at any time in the future) the benefit of any redemption, homestead or exemption laws of the State of Kansas now in effect, or in effect from time-to-time hereafter

3.7 Foreclosure and Other Rights. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. Each current and future Owner consents to the foreclosure procedures specified in this Article. In any action to foreclose any such lien, the Association shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and expenses, and such late fees, fines and accrued interest for delinquent charges and assessments as shall have been established by the Association. The Developer and/or the Association shall have the right to bid on a Lot at the foreclosure sale. The foreclosure proceedings with respect to liens established pursuant to this Declaration, may be foreclosed at anytime within fifteen (15) years following the filing of the Notice of Delinquency, provided, if at the expiration of such fifteen (15) year

period suit shall have been instituted for collection of the assessment, the lien shall continue until payment in full or termination of the suit and resale of the applicable Lot.

3.8 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration for each lot, shall be subordinate to the lien of any valid bona fide first mortgage which is hereafter, given in good faith and for value by any bank, savings and loan association or other institution in the business of regularly conducting residential lending on a Lot, which subordination shall be effective as to assessments assessed from and after the date of the recordation of such mortgage, but the subordination shall not apply to assessments or assessment liens which arise prior to the recordation of the mortgage, on any interest of any Owner covered by this Declaration. Any subsequent Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure.

3.9 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each Owner of each Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each general and special assessment, late fee, interest, penalty and fine levied against such Lot during the period of ownership and for all other payment obligations specified in this Declaration.

3.9 Late Fee and Interest on Delinquent Assessments. In the event assessment charges (general or special), late fees, penalties, fins or other sums due under this Declaration shall remain due and unpaid thirty (30) days after the same are due, the Owner shall be charged a lump sum late fee of fifteen percent (15%) of the unpaid amount and the unpaid amount shall bear interest at the rate of fifteen (15%) per annum, or such other rate as may be established from time to time by the Board, provided that such interest rate shall never exceed the maximum allowed by law.

ARTICLE IV

USE, OCCUPANCY AND CONDUCT RESTRICTIONS

4.1 General. The property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erections thereon of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials; to ensure the best development of the Property; to encourage and secure the erection of attractive homes of appropriate size and appearance thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets and adequate free space between Structures;

and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots.

4.2 Construction Requirements. No structures shall be erected, altered, placed or permitted to remain on a Lot subject to this Declaration other than Residences, which meet local or International Building Code (IBC) building codes. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot. There is a two (2) year requirement as to when construction must commence on a Lot after closing. Thereafter, buyer shall diligently pursue construction until completion, no longer than 365 days after the commencement of construction. If the lot owner fails to start construction of the primary residence within two (2) years, the lot owner will be assessed a \$500/day penalty starting the first day after two (2) years from closing. At the sole discretion of the Developer, Builders buying multiple lots may be exempt. Developer is exempt.

A. Materials; Size, Basement and Roof. As to all Lots, but subject to such waivers or modifications as are permitted by the ACC, the applicable construction requirements shall be as follows:

- 1) Containing not less than the above grade finished square footage listed below:
 - a) 1750 square feet main level, minimum 3 car attached garage. No barndominiums.
 - b) Homes without basement on slab, must contain not less than 2400 finished square feet with a minimum 1750 square feet on the main level, minimum 3 car attached garage.
 - c) All homes with basements must contain a minimum of 60% of the main level finished square footage.
 - d) The roof pitch for the house must be a 7-12 pitch or steeper.
 - e) Exterior walls and facings of all Structures, buildings and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, wood siding, wood paneling, vinyl or steel siding, or any combination thereof. All homes must have a minimum of 50% of the front façade of the home finished with brick, stone or stacked stone unless the home has stucco or stucco like exterior. Exterior paint color must be approved by the ACC.
 - f) No flat roofs. No cedar shake roofs. No metal roofs with the exception of standing seam metal roofs (color to be approved by the ACC). All roofs shall use minimum 30-year shingle,

“Weathered Wood” or such other composition roofing materials as are approved in writing from time to time by the ACC.

g) Window frames shall be wood, metal or vinyl or other composition materials as approved from time to time by the ACC.

B. Initial Policy Guidelines. The following initial policy guidelines have been established for the Lots, and the same may be waived, changed or revoked from time to time by the ACC but without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the ACC to determine current policy guidelines.

i) Outbuildings, including garages and storage sheds incidental to residential use of the Lots are permitted. The combined total square footage of outbuildings shall not exceed 3000 square feet. Two (2) outbuilding maximum. The exterior of all outbuildings less than 1000 SF must be constructed of the same material as the Residence and need the front façade to have matching brick, stone or stacked stone and have roof pitch and a minimum one (1) foot soffit to match the Residence. Outbuildings over 1000 SF need twelve (12) foot minimum sidewall to be located at least 200 feet off of the front facing property line. All outbuildings must be constructed with new materials in a good and workmanlike manner and the design must be architecturally compatible with the Residence on site and approved by the ACC. Galvanized roofs are only allowed on steel outbuildings over 1000 SF with a minimum 4-12 roof pitch. The location of any outbuildings less than 1000 SF must be in alignment with or behind the dwelling and no closer than thirty-five (35) feet to front property line and ten (10) feet from the side and rear property lines. On any improvement, if an additional permit is required by any appropriate governing authority, the permit will be obtained by the Owner prior to the construction. All buildings shall be arranged in a neat and orderly fashion so as to enhance the appearance of the Property. Owners of improvements shall keep the same painted, repaired and properly maintained and will not permit the accumulation of junk or trash anywhere on the Lots.

ii) Front yard areas, exclusive of improvements, shall be at least 50 percent (50%) Bermuda, zoysia, buffalograss, rye and tall fescue or Association approval.

iii) Pad elevations and all exterior drainage shall be verified by Developer’s engineering survey firm at the cost of the Owner at time of construction and any deviation there from and any resulting liability, damage or costs incurred as a result thereof, shall be the responsibility of the Owner. Culverts installed for driveway access to all Residences shall

be of the type specified by the Developer, and shall be installed in accordance with the requirements of Sedgwick County.

iv) As soon as practicable, but in any event, no later than the planting season immediately following the completion of a Residence on a Lot, the Owner thereof shall plant a lawn and at least twelve (12) perennial shrubs and/or bushes and trees on the Lot, with a minimum of at least three (3) trees being planted in the front yard of the Lot and the trunk of each tree being a minimum of three inches (3") in diameter.

v) All exterior wood surfaces on homes (excluding decking) must be painted, stained, or sealed.

vi) Dog runs must be screened from view from neighboring Residences with fencing or other appropriate materials approved by the ACC.

vii) In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the ACC.

viii) All vegetable gardens shall be in the back yards and shall not be in any drainage easements.

ix) All basketball backboards shall be either white or glass and shall be placed or installed only in the rear yard, unless otherwise approved by the ACC. All basketball backboards and supports shall be approved by the ACC prior to installation. No temporary or movable basketball pole/backboards/goals shall be placed or allowed to the front of the residence, whether on driveway, street or patio area or in yard.

x) All recreation and play equipment shall be located in the rear of any Lot.

xi) All propane tanks will be underground and must meet all government regulations.

xii) Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot if so approved by the ACC; provided that the same shall not exceed one story in height and are allowed by applicable building codes.

xiii) Any temporary covering of a swimming pool, tennis court, patio or otherwise, of a rigid or "bubble" type shall be deemed a Structure that is subject hereto.

xiv) No window shall contain reflective material such as aluminum foil.

xv) All firewood stacks in excess of 2 cords of wood shall be screened from view from neighboring Lots, and no stack shall exceed six feet: 6' in height.

xvi) All trash and refuse container must be stored out of site on non-trash pick-up days. Storage areas shall be installed at a location approved by the ACC and shall be screened in a manner approved by the ACC to include material. Deciduous plantings, lattice or pallets are prohibited.

xvii) All forms of sculpture or "yard art" must first be approved by the ACC.

4.3 Rules and Regulations. Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Property. The Board shall have the authority, from time to time, to adopt, amend and enforce Administrative Resolutions in regards to covenant enforcement and general assessment collections in accordance with K.S.A 58-4617(a)(1)(2).

4.4 Damage to Monuments, Lots, Etc., Prohibited. No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the street right-of-way, the residence of Lot of any other Owner. Specifically, each Owner shall repair any damage to any other Lot or street right-of-way in connection with the construction of Structures on such Owner's Lot, including, but not limited to, damage to lawn areas, monuments, real estate marketing signs, drainage, utility easements, drainage reserves, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. Owners are hereby advised the DIG SAFE (a service which may be consulted in advance of excavation to located existing utility lines) does not identify sprinkler system lines or other underground electrical or plumbing lines which have been installed.

4.5 No Businesses Allowed. Except as otherwise specified in this Declaration or as authorized herein or by the Board, no retail, wholesale, bed & breakfast operation, rehabilitation facility, correctional facility, group home, manufacturing or repair business of any kind, shall be permitted on any Lot or in any residence or appurtenant Structure erected thereon, even though such activity does not include the employment of any additional person or persons in the performance of such services. The following home occupations are hereby approved: residential home building contractors; Amway, Avon and similar sales representatives; child care (maximum of four (4) children at any one time); pet groomers and beauty salon; and realtors, so long as insubstantial traffic

(that is, except in circumstances otherwise determined by the Developer to be appropriate due to applicable parking limitations, no more than four (4) vehicles parked at the residence by visitors in relation to such business activity at any one time) is associated with such activities.

4.6 No Excavations. No excavations, except such are necessary for the construction of residence or improvements, shall be permitted on any Lot without written permission of the ACC.

4.7 No Storage, Trash. No trash, ashes, dirt, rock, tires, engines, coolers, pallets, wood or other refuse or items not used on a daily basis may be thrown or dumped or stored on any Lot. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

4.8 Signs, Marketing and Development Branding Signage. Except for those installed by Developer, its marketing representatives or builders or contractors as authorized by Developer, no signs, advertisements, billboards or advertising Structures of any kind may be erected or maintained on any of the Lots with the exception of home security alarm signs not to exceed twelve (12) inches by twelve (12) inches in size; provided, however, that permission is hereby granted for the erection of unlighted, temporary, standard sized signs by real estate firms for the sole and exclusive purpose of advertising for sale or lease the Lot and residence upon which it is erected and improvements thereon, if any. Should the Developer decide to build any branding signs or monuments to permanently identify the development, they may do so on any location they chose near an intersection. The Association is responsible for any future maintenance of that sign.

4.9 Temporary Buildings. No basement of a partially completed residence, tent, shack, garage, barn or outbuilding erected on a Lot covered by this Declaration shall at any time be used for human habitation, temporarily or permanently, nor shall any Structure of a temporary character be used for human habitation.

4.10 Used Houses; Trailers. No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon the Property, nor shall any trailer, manufactured or modular home be moved, placed or permitted to remain upon a Lot subject to this Declaration; provided that Developer may install for construction, administrative and sales purposes a trailer upon a Lot(s).

4.11 Animals. No birds, chicken, roosters, livestock, animals, exotic animals, bees or insects, except dogs, cats or other household pets, shall be kept, bred or maintained on any Lot except a commonly accepted household pets approved by the Developer. Owners may have 1 horse. Under no circumstances shall any commercial or

agricultural business enterprise involving the use of breeding animals be conducted on the Property. The Developer may from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot, and the Owners shall strictly comply there with. Dogs, cats and all other pets or animals shall be confined at all times to the Lot and must be kept on a leash when outside the Lot. No dogs or other animals shall be continually or regularly staked or chained on any Lot. All domestic pets must be properly immunized as required by applicable ordinances, codes and laws. Owners may have up to 3 dogs or cats or any combination of the two, not to exceed a total of 3. Owners must prevent such animals from barking or making noises at any time which the Developer determines are annoying or a nuisance to neighbors. Owners may have 1 horse. No vicious animals or animals that are a nuisance or pose a threat to others are allowed. All animals shall be deemed to be a nuisance when a petition is signed by 2/3 of the Owners of the Property described in these covenants. Any animal declared a nuisance will be removed immediately.

4.12 Antenna. Except as authorized by the Developer, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no Owner shall erect any Structures, either permanently or temporarily, upon the Lots; provided, notwithstanding the foregoing, an Owner may install within his or her Lot a television satellite dish having a diameter of not more than twenty-four inches (24"), so long as the location of such dish is satisfactory to the ACC. Should any part or all of the restrictions set forth in this Section be unenforceable because the same violate a statute or the First Amendment or any other provision of the United States Constitution, the ACC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonable control of the impact of such projections within the Property and any such rules and regulations shall be binding upon all of the Lots and the Owners thereof.

4.13 Sight Lines. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building setback lines established on the plat of the Property. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any Lot corner. Trees, shrubs and other plants which die shall be promptly removed from property.

4.14 Vehicles, Trailers and Boats. No exterior parking of any boats, boat trailers, house trailer, camper, recreational motor vehicle, camper trailer, motor coach or commercial vehicles larger than a 1-ton pick-up or more or similar items may be stored or permanently, continually or regularly parked on any street, driveway or in the open on any Lot. All above stated in Section 4.14 must be stored in a storage or outbuilding that been approved by the ACC or stored offsite. No junk vehicle shall be stored outside on any Lot. Any outside repairs to vehicles must be completed within forty-eight (48) hours.

4.15 No Joyriding. Motor scooters, mini-bikes, go carts, ATV's or similar vehicles shall be operated for transportation only, and no joyriding on the streets or any Lot that the rider does not own or reside.

4.16 Requirement to Keep Lot and Structures in Good Order and Repair. Each Owner (other than Developer; provided it shall cause all Lots owned by it to be mowed periodically) shall keep all Lots owned by it, and all improvements therein or thereon including utility and drainage easements, in good order and repair, including, but not limited to the seeding, watering, and mowing, trimming and edging of all lawns, the pruning and cutting of all trees and shrubbery, weeding of flower beds and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Property. Furthermore, except as may be otherwise approved by the Association, each Owner of a Lot which is contiguous to a street right-of-way (other than an arterial street right-of-way on the perimeter of a portion of the Property) shall seed, water, mow and otherwise maintain in good, condition and appearance a lawn area between the boundary of such Lot and the street with such right-of-way. If, in the opinion of the Association, and Owner fails to perform the duties imposed by this Section, the Association, after fifteen (15) days written notice to Owner to remedy the condition in question, shall have the right, with possession of a court order, through its contractors and representatives, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements, and such Owner shall pay the Association for the cost thereof, together with additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand therefore, which payment shall be a binding personal obligation of such Owner and the Association may establish a special assessment and lien on such Lot for such cost and charge, together with interest thereon of fifteen percent (15%) per annum, or such other rate as may be established by the Association, however, that such interest rate shall never exceed the maximum allowed by law. The lien established as a result of this Section shall be superior to all the other liens or encumbrances which may thereafter arise, excepting liens for taxes and other public charges as are applicable made superior.

4.17 Division of Lots Prohibited. Except by, Developer no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

4.18 Fences.

A. Subject to paragraphs C and D immediately below, all Lots shall either be allowed to install an Alternating Cedar Board, or basket-weave fence constructed with eight inches (8") wide cedar boards (no flat fences) or wrought-iron fence or decorative PVC fence and shall not exceed six feet (6') in height. Fencing may not be installed to the front of a residence constructed on a Lot.

B. All fences shall be approved by the ACC prior to construction or installation on any Lot.

C. No fences are allowed in drainage areas.

4.19 Airport. The Property is located in the vicinity of Cook Airfield. Each purchase of a Lot assumes that risk (if any) associated therewith.

4.20 Artificial Vegetation. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

4.21 View. 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, planting material or other item on any other part of the Property, which is permitted by this Declaration, because such Structure, planting material or other item obstructs any view from such Owner's Lot.

4.22 Erosion; Water Pollution Control Permit and Related Matters; Compliance with Laws. Each Owner shall comply strictly with any law or ordinance regarding erosion or runoff, including, if applicable, a Storm water Pollution Prevention Ordinance, the Kansas Water Pollution Control General Permit and Authorization to Discharge Elimination System or similar ordinance or law adopted by the city or other governing body having jurisdiction over the Property. Such permit, laws, and regulations, together with laws and ordinances of the city and county in which the Property is located, require that erosion and sediment control measures be implemented in connection with construction activities on such Lot, including, but not limited to, site work such as clearing, excavating and grading the Lot, in order to eliminate or substantially reduce storm water discharge, the discharge of pollutants and water quality violations. Significant penalties may be imposed in the event activities on any Lot are not conducted in full compliance with the aforementioned permit, laws, regulations and ordinances. Each Owner agrees to conduct activities, including construction activities, on his or her Lot strictly in accordance with but not limited to, those referenced above, by reason of the aforesaid permit, regulations, rules and ordinances and shall indemnify and defend Developer and the ACC from any consequences of such Owner's, or his contractors' or subcontractors', failure to so comply, including but not limited to all damages, liabilities, fines, penalties and costs and expenses, including reasonable legal fees and expenses.

4.23 Approved Builder; Marketing Fee. Any Owner desiring to construct the initial residence and related improvements on a Lot must obtain Developer's written approval concerning the building contractor construction of such residence and related improvements, which approval shall be made in Developer's sole discretion based on the experience and history of the contractor in connection with construction of Residences within subdivisions of comparable quality with the Property and such contractor's financial condition. Each approved builder and or lot owner will be required to sign a Deed Attachment containing the following: Grantor's conveyance to Grantee is further subject to the following conditions, which conditions constitute

covenants running with the land and are Binding upon Grantee, it's successors and assigns and all subsequent owners of the land conveyed. A. Grantor's Option to Repurchase. B. Only Approved Builder's Allowed. C. Prior Architectural Approval Required. D. Payment of Brokerage Fee. Each Owner is hereby informed that, among other things, an approved builder is required to pay a marketing fee (the "Marketing Fee") based on the total consideration to be paid and delivered by Owner for the construction of the initial residence and improvements on the applicable Lot and if such builder and or lot Owner fails to pay the same, the Owner of such Lot shall be required to pay the delinquent amount. The Marketing Fee shall be paid at the time of substantial completion of such initial residence, and related improvements or not later than five (5) days prior to the occupancy thereof, whichever occurs first. The specific party to be paid the Marketing Fee and the calculation of the Marketing Fee is included in an Addendum as part of the initial sales contract concerning a lot. Any Owner or prospective Owner, desiring further information concerning a Lot should contact the marketing representative for the Property.

4.24 Off Street Parking. Each of the Lots shall provide four (4) off-street parking spaces for each Residence within the garage and driveway areas.

4.25 Notice of Non-compliance and Hearing. Upon receipt of an allegation of a Lot's non-compliance under Article IV, USE, OCCUPANCY AND CONDUCT RESTRICTIONS, the Board shall review the allegation and determine if action is necessary. If the Board determines that action is necessary, the Owner of the Lot shall be notified in writing of the allegation and the Owner shall have ten (10) days to request and receive a hearing with the Board to dispute the allegation. If the Owner's dispute of the allegation is without merit, the Board shall notify the Owner in writing of the Boards' determination of the Lot's non-compliance.

The Owner shall have ten (10) days from the date of the notice of non-compliance to bring the Lot into compliance, determinations of compliance to be in the Board's sole discretion. In the event the Lot is not in compliance within ten (10) days of the notice of non-compliance, not as a penalty but as liquidated damages for the Owner's breach of the Declaration. Such amount due shall become a lien on the Lot as soon as it is due and payable; provided, however, such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may here be placed on the Lot. In the event of Owner's failure to pay the amount due within thirty (30) days from the date levied, then such amount due, from the thirtieth (30th) day after levy shall bear interest at ten percent (10%) per annum. The liquidated damages provisions of the Section 4.28 shall be in addition to, not in lieu of, the right of Declarant, the Association or any Owner to enforce, by proceeding at law or in equity, all covenants, conditions and restrictions per Section 4.28 of the Declaration.