



Sedgwick County
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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
TIMBER CREEK ESTATES**

THIS DECLARATION, made this 29th day of October, 2007, by Meyer Development, Inc., a Kansas corporation, ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Haysville, Sedgwick County, Kansas, legally described as Timber Creek Estates , an Addition to Sedgwick County, Kansas, according to the recorded plat thereof (the "Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to a portion of said property to insure the proper development thereof and adequate maintenance and government of the Common Area and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of said property, except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Timber Creek Estates Owners' Association (the "Association"), consisting of the owners of the Lots included within the Addition, the principle purpose of which shall be to enforce the provisions of this Declaration; and

WHEREAS, Declarant may, but shall not be required to, convey additional real property to the Association.

NOW, THEREFORE, Declarant hereby declares that the Addition shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Association Membership and Voting Rights

Section 1.01 Formation of Association. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

Section 1.02 Membership. Membership in the Association shall be mandatory for each owner of a Lot. Each of such landowners is hereinafter referred to as an "Owner."

Section 1.03 Definition of "Member". "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the Member. When more than one person or entity owns an interest in any Lot, all such persons or entities shall be Members.

Section 1.04 Definition of "Lot". The word "Lot", as used herein, shall mean a Lot as set forth in the recorded plat of the Addition and subject hereto; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two or more Lots which are combined into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 1.05 Voting Rights. There shall be two (2) votes for each Lot. When more than one person or entity holds an interest in any Lot, the votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to nine (9) votes for each Lot of which it is the Owner.

Section 1.06 Initial Operation. Notwithstanding the provisions of Section 1.05, the initial operation of the Association, and the appointment of the members of the Design Committee pursuant to Article 5 hereof, shall be by Declarant until the earlier of (a) when Declarant ceases to own a Lot, or (b) such time as Declarant turns over the operations thereof to the Association pursuant to Article IX.

Section 1.07 Board of Directors. All actions of the Association shall be taken on its behalf by the Board of Directors (the "Board"), except for when a vote of the Members of the Association is specifically required by this Declaration, the Articles of Incorporation, or the Bylaws.

ARTICLE II

Property Rights

Section 2.01 Easement in Common Areas. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to: Reserves "A" and "B", Timber Creek Estates, an Addition to Haysville, Sedgwick County, Kansas; together with the following described tract: a portion of Lots 11 and 12, Block B, Timber Creek Estates, an addition to Haysville, Sedgwick County, Kansas; more particularly described as follows: Beginning at the Northeast corner of Lot 11, Block B, Timber Creek Estates; Thence Bearing N71°35'36"W, a distance of 140.73 feet; Thence Bearing N33°15'19"E, a distance of 10.34 feet; Thence Bearing S71°35'36"E, a distance of 140.02 feet; Thence Bearing S29°11'15"W, a distance of 10.18 feet to the Point of Beginning; encompassing 1,403.75 square feet or 0.03 acres more or less (collectively the "Common Area"), and Declarant hereby covenants for itself, its successors and assigns, that they will convey a fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except any current and future ad valorem and special assessment taxes. The easement of enjoyment of the Common Area does not include the right of Members to travel over or across any Lot or use property adjacent to the Common Area. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open

spaces and for compliance with this Declaration, subject, however, to approval of necessary funding pursuant to Sections 3.08 and 3.09. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be considered to be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not.

Section 2.02 Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the Members of the Association and all residents, occupants and visitors of the property subject to this Declaration. Such regulations and enforcement may include (but are not limited to) fines, and suspension of access to and use of Common Area.

Section 2.03 Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves (and reserves to the Association as Declarant's successor) the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, public walkways, and other utilities, provided that such utilities shall be installed in such manner as to reasonably minimize damage to the natural features of the Common Area. The Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

ARTICLE III

Assessments

Section 3.01 Assessments. All of the Lots shall be subject to an annual assessment charge to be paid by the respective Owners thereof to the Association annually in advance on the 1st day of January, in each year. The Board may permit the annual assessment charge to be paid annually, semi-annually, or quarterly. Notwithstanding the foregoing, there shall be no assessment to, and Declarant shall not be obligated to pay any assessment for, any Lot owned by Declarant until such time as a home has been erected thereon and is ready for occupancy.

Section 3.02 Determination of Assessments. Each year the Board shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. Subject to Section 3.01, this sum so determined shall be divided by the total number of Lots, and each Lot shall be assessed an equal amount. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Common Area, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary, subject to Section 3.01.

Section 3.03 Use of Assessment Fund. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association; for planting trees, shrubbery and other landscaping and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; to purchase fish for the lake; to contract for common trash service; for collecting and disposing of garbage, ashes, and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street signs, street lights, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of the Association; for purchase of insurance; for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; or for any other purpose within the purposes for which the Association is incorporated.

Section 3.04 Interest on Delinquent Assessments. All assessment charges which shall remain due and unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of fifteen percent (15%) per annum or at such other rate as established by the Board.

Section 3.05 Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby the mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter falling due during ownership thereof. A certificate in writing issued by the Association or its agent shall be given within ten (10) days of request by any Owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon said parties.

Section 3.06 Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any first mortgage, pursuant to a decree of foreclosure under such first mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.07 Right of Association to Enforce Payment of Assessment. By the acceptance of title, each Owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges, and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing the Association's rights hereunder.

Section 3.08 Maximum Annual Assessment.

a. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

b. The annual assessment for any year commencing after the initial year for which assessments are levied, may be increased to an amount greater than that permitted by Subsection "a" of this Section 3.08 only by an affirmative vote of two-thirds (2/3) of the vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

The Board may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section.

Section 3.09 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

ARTICLE IV

Covenants for Maintenance

Each Owner (other than Declarant) shall keep all Lots owned by such Owner and all improvements therein or thereon in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate exterior care) of all buildings

and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Design Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by the Board and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the property, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

In the event a lien is obtained pursuant to this Section and thereafter the Maintenance Charges, plus interest at the rate of fifteen percent (15%) per annum, or such other rate as is established by the Board, shall be fully paid, the Association or the DC shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Maintenance Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Maintenance Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Maintenance Charges shall fully and completely release the lien referred to in said Affidavit, and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the preexisting lien has been fully and completely released and discharged.

ARTICLE V

Architectural Control

Section 5.01 Approval Required. No building, fence, wall, structure, projection from a structure, or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to (a) harmony of external design and location in relation to an effect upon surrounding structures, topography and the overall community design of the Addition; (b) the character of the exterior materials; and the quality of the exterior workmanship, by the Design Committee (the "DC"), its agents, assignees, or successors. Additionally, until Declarant relinquishes its control of the DC, and builder of an initial home or other structure must be approved by the DC. In the event the DC fails to approve or disapprove such design and location or builder within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required, and this Article will be deemed to have been fully complied with. The applicant may appeal an adverse Design Committee decision to the Board, which may reverse or modify such decision by a two-thirds vote of those directors present and voting at a meeting at which a quorum is present.

The DC may, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the design review and builder approval provisions in this Declaration. The policy guidelines shall include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices and builder qualifications that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered. The policy guidelines are intended to assist the Design Committee and the Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of the Board.

The provisions of Section 5.01 shall be applicable to the Declarant only with respect to Lots that are improved with buildings which are or have been occupied.

Section 5.02 Form of Plans and Specifications. Such plans and specifications shall be in such form and shall contain such information as may be required by the DC, but in any event shall include (a) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot or Lots (including proposed front, rear, and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot or Lots; (b) a grading plan for the particular Lot or Lots; and elevations.

Section 5.03 Retention of Approved Plans and Specifications. Upon approval by the DC of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 5.04 Removal and Alteration of Structures; Lien.

a. If any structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the DC pursuant to the provisions of this Article, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the DC, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

b. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or the DC shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the DC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

c. In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate of fifteen percent (15%) per annum, or such other rate as is established by the Board, shall be fully paid, the Association or the DC shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit, and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the preexisting lien has been fully and completely released and discharged.

d. In the event of any transfer, sale, or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

Section 5.05 Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the DC, it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure, and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and, as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which the DC exercises any discretionary or interpretive powers.

Section 5.06 Right of Inspection. The Association or any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the DC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 5.07 No Liability. Neither the DC, Declarant, the Association, nor any officer, director, Member, agent, or employee thereof, shall be liable to any Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article.

Section 5.08 Membership. The original members of the DC shall be three persons to be appointed by Declarant. Each DC member shall serve a one-year term. Upon the term expiration, death or resignation of any member of the DC, Declarant shall appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Association shall have full authority to designate a successor. The act of a majority of the DC shall be binding and the majority of the DC may designate a representative to act for it. Declarant shall retain its rights hereunder until the same are relinquished to the Association. Declarant may relinquish its rights or any portion thereof under this paragraph to the Association by advising the Association in writing of its intent to do so and in such event, the Association shall have the authority of Declarant under this paragraph, and Declarant shall relinquish such rights at such time as Declarant shall cease to own any Lots in the Addition.

ARTICLE VI

General Covenants and Restrictions

Section 6.01 Structures. No previously approved structure shall be used for any purpose other than that for which it was originally designed. No metal buildings or wind generators shall be permitted.

Section 6.02 Division of Lots. No Lot Owner except Declarant may split, divide, or subdivide for sale, resale, gift, transfer, or otherwise, any Lot.

Section 6.03 Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages, cable TV, and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind. Satellite receiving antennas must be approved by the DC.

Section 6.04 Vehicles and Parking. No boat, boat trailer, house trailer, camper, camper trailer, recreational vehicle, commercial trucks or similar item shall be stored or permanently, continually, or regularly parked in and on any street, or in the open on any Lot or driveway. All other vehicles shall be parked in the garage or driveway and not continually parked on a regular basis in the street or yard.

Section 6.05 Fences. Fences are allowed on all Lots only with prior DC approval. Fences must be of new material.

Section 6.06 Off-street Parking. Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, including garages and driveway.

Section 6.07 Animals. No birds, including ducks and geese, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted on the Properties without the express written consent of the Association. The Association 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. Dogs and other animals shall be confined at all times when within a Lot, and must be kept on a leash when outside the residence site.

Section 6.08 Signs. No sign or other advertising device of any nature shall be placed upon any Lot, except as provided herein. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Association may remove nonconforming signs upon three (3) days' notice to the Owner, such removal to be at the cost of said Owner.

Section 6.09 Temporary Buildings. No temporary building, mobile home, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 6.10 No Storage; Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials may be stored on a Lot during the course of construction of any approved structure. Trash containers shall be placed in the open, on the day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

Section 6.11 Pipes and Utilities. No water pipe, gas pipe, sewer pipe, or drainage pipe, or any other utility shall be installed or maintained on any Lot above the surface of the ground, except as may be approved by the DC. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 6.12 Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

Section 6.13 Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 6.14 Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 6.15 Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition any drainage channels and swales located on any Lot owned by such Owner, in accordance with the master drainage plan.

Section 6.16 Home Professions and Industries. No profession or home industry that would have the effect of materially increasing traffic or noise in the Addition shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry that would have the effect of materially increasing traffic or noise in the Addition. No such profession or home industry that would have the effect of materially increasing traffic or noise in the Addition shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 6.17 Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

Section 6.18 Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with the specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 6.19 Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, applicable zoning regulations, and this Declaration, the most restrictive thereof to control in the event of any conflict.

Section 6.20 Requirement to Plant Lawn and Trees, Shrubs, or Bushes. Within thirty (30) days after initial occupancy of a residence on a Lot, the Owner thereof shall submit to the DC a landscape plan (including sprinkler system plan) for its approval, pursuant to the provisions of Article 5 hereof, which plan shall include planting a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such Lot. Such landscaping shall be installed within one hundred eighty (180) days after initial occupancy of the residence, except the sprinkler system must be installed within three hundred sixty five (365) days after initial occupancy of the residence. In the event such landscaping is not so installed, Declarant or Association may, after giving written notice to any Lot Owner of such Owner's failure to comply herewith, at any time after fifteen (15) days have expired from the date of such notice, perform said landscaping and collect from such Owner the cost thereof. Declarant or Association is hereby granted the right to enter upon any such Lot for the purpose of performing said landscaping.

Section 6.21 Set-Back Requirements. Except as the DC may otherwise approve, no building, structure or other improvement may be constructed or maintained on any Lot which shall be nearer than twenty-five (25) feet to the front property line, nearer than six (6) feet to either side boundary line, or nearer than twenty (20) feet to the rear boundary or rear yard setback line.

Section 6.22 Lake and Common Area. Each Owner of any one or more lake frontage Lots shall maintain any portion of Reserve B lying adjacent between the rear property line of said Lot and the waterline, up to the waterline of said lake, to the same standard as the Owner's Lot. No Owner has any right to an unobstructed view of the Common Area 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 Common Area, which is permitted by this Declaration, because such structure, planting material or other item obstructs or alters any view of the Common Area.

Section 6.23 Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules regulations, deeds, leases, the plat of the Addition, or this Declaration shall be taken to govern and control. In the event of a conflict between this Declaration and the Articles or Bylaws, this Declaration shall control.

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ARTICLE VII

Enforcement

The Association, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant and Association shall have the right to include in its claim for relief a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing the Declarant's or Association's rights hereunder.

ARTICLE VIII

Additional Land

Declarant may, from time to time, annex additional real property, including Common Areas, to the property covered by this Declaration, and thereby subject the same to all of the terms, provisions, and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) votes of the Members of the Association entitled to vote.

ARTICLE IX

Power of Assignment and Delegation

So long as Declarant owns a Lot, Declarant shall have the right and power to assign and delegate to the Association, or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, authority, operations, obligations or duties contained in this Declaration or the Bylaws, and shall further have the right to convey additional Common Area located within the Addition or any additional land to the Association.

ARTICLE X

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XI

Amendment

Section 11.01 Covenants Running With the Land. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 11.02 Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers complete management of the Addition to the Association, shall become effective when approved in writing by Declarant and recorded in the office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that such amendment shall not materially affect any rights of any then existing mortgage holders or Lot Owners.

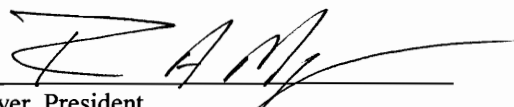
Section 11.03 Amendment; Other. Amendments to this Declaration other than those provided for in Section 11.02 shall be proposed and adopted in the following manner:

a. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.

b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by the Owners of not less than two-thirds of the votes in the Addition. Such votes may be cast in person or by proxy as provided for herein and in the bylaws of the Association.

c. Recording. A copy of each amendment provided for in this Section shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this 29th day of October, 2007.

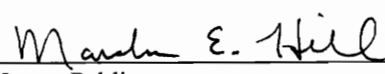


Ron A. Meyer, President
Meyer Development, Inc.
"Declarant"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

ACKNOWLEDGED BEFORE ME this 29th day of October, 2007, by Ron A. Meyer, as President of Meyer Development, Inc., the Declarant.



Notary Public

My Appointment Expires:

