

247th PLACE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made as of the 15th day of December, 2003, by VINCENT B. WOLTKAMP, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS, the Owner has heretofore executed a plat of all of Lots 1 through 4 inclusive of 247th PLACE, a subdivision in Miami County, Kansas, which plat was recorded on the 30th day of December, 2003 in Book 780 Page 463 in the office of the Register of Deeds for Miami County, Kansas, and;

WHEREAS, said plat dedicates to the public all of the streets and roads shown on said plat for use by the public; and

WHEREAS, the Owner of all of the real estate shown on the aforesaid plat of 247th PLACE now desires to place certain restrictions on the numbered Lots so owned and shown on said plat to preserve and enhance the values, desirability and attractiveness of the development and improvements constructed thereon and to keep the use consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the present Owner thereof and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises, the Developer for itself and for its successor and assigns, and for all future grantees, hereby agrees and declares that all of the Lots, tracts and land of 247th PLACE, as shown on the aforesaid plat, shall be and the same are hereby restricted as to their use and otherwise in the manner hereinafter set forth.

SECTION 1

DEFINITION OF TERMS USED

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

- (a) The term "Street" shall mean any street, road, circle boulevard, drive, avenue or terrace of whatever name which is shown on said plat of 247th PLACE.
- (b) The term "Developer" shall mean Owner.
- (c) The "Lot" shall mean any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more adjacent Lots or part or parts of one or more adjacent numbered Lots as platted and upon which a residence has been, is

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being, or will be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer or from its successor and assigns.

- (d) The term "Lot Owner" shall mean the record owner in fee simple of any lot, including the Developer, and for purposes of all obligations of the Lot Owner hereunder, shall include all family members and tenants of such Lot Owner and all of their guests and invitees.
- (e) The "District" shall mean all of the above-described Lots in 247th PLACE, all common areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
- (f) The term "Common Areas" shall mean (i) street right-of-ways; (ii) streets and street islands; (iii) gateways, entrances, monuments, berms and other similar ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, including, but not limited to, those areas identified on the recorded plat of the District as (iv) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment thereof is intended for all of the Lot Owners within the District, whether or not any "Common Area" is located on any lot.
- (g) The word "Residence" shall mean a single-family dwelling occupied by any Lot Owner.
- (h) The word "Footprint" shall mean all that area within the perimeter measurement of a structure at ground level.
- (i) The word "Screen" or "Screened" shall mean to partition in a manner such that one cannot see through the partition.
- (j) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the Residence, any structural component thereof or any Carriage House, as such defined in Section 9 hereof, associated thereto, and shall include, without limitation, any deck, gazebo, greenhouse, barn, doghouse, dog-run or animal shelter, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, basketball court, swing set, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

SECTION 2

USE OF LAND, SUBDIVIDING

1. None of the Lots hereby restricted may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for Residence purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any Lot. No "earth" homes shall be permitted. No trailer or outbuilding erected on any Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any Residence of a temporary character be erected on any of such Lots or used for human habitation provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from erecting temporary buildings and using such temporary buildings or any Residence for model, office, sales or storage purposes during the development of the District.

2. No Lot shall be divided or subdivided except by the Developer. If a Lot Owner owns contiguous Lots, they may be combined into a single homesite but only upon obtaining the prior written approval of the appropriate governmental bodies and the Developer (each such approved combination of Lots being called a "Combined Lot"); provided, however, (i) a Combined Lot shall be deemed only one Lot.

SECTION 3

SIZE OF RESIDENCES

Minimum square footage requirements for Residences built on a Lot exclusive of basement area shall be:

1. 2 story Residence - 2,600 square feet with at least 1,300 square feet on the first floor;
2. 1 ½ story - 2,500 square feet with at least 1,400 square feet on the first floor. This includes a reverse 1 ½ story with a fully finished basement area.
3. 1 story - 2,000 square feet on the first floor.

Measurement of the living area shall be calculated exclusive of any porches, garages, attics and unfinished basement area. The finished basement area only adds to the Residence square footage for a reverse 1 ½ story with a full walkout at grade. Each Residence must have a private, attached, fully enclosed, side-entry garage for not less than two vehicles. The interior walls of all garages must be finished with quality materials. Garages shall have the same architectural treatment and be constructed of the same materials as the house proper. Basement garages are prohibited.

SECTION 4

SETHACK OF RESIDENCES FROM STREET

No part of any Residence, except as hereinafter provided, may be erected or maintained on any of the Lots hereby restricted nearer to the Street than is the building line on said plat of 247th PLACE on the Lot or Lots on which such Residence is erected. Reference is made herein to the building line for the purpose of determining the locations of any Residence with reference to the adjoining Street or Streets and in case of relocation of any of said Streets, changes may be made by the Developer in any of said building lines; provided, that such building lines shall in no case be established nearer to the new location of any of said Streets than are the building lines shown on said plat with reference to the present location of said Streets; and provided further, that the Developer shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, and provided further, that the widening of any of said Streets shall not, for the purpose of these restrictions, be deemed to be a relocation of such Street.

Those parts of the Residence that may project nearer to the Lot lines than are the building lines, and the distance that each may project, are as follows:

- (a) Window Projections: Bay, bow, oriel, dormer and other projecting windows not exceeding one (1) story in height may project beyond the building line not to exceed three (3) feet.
- (b) Miscellaneous Projections: Cornices, spout lines, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the building line not to exceed four (4) feet.
- (c) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the building line not to exceed three (3) feet.
- (d) Porch Projections: Unenclosed, covered porches, balconies and porte-cocheres may project beyond the building line not to exceed eight (8) feet.

NO RESIDENCE OR OUTBUILDING SHALL BE CONSTRUCTED LESS THAN TWENTY-FIVE (25) FEET FROM ANY SIDE OR BACK OF PROPERTY LINE.

SECTION 5

BUILDING MATERIAL REQUIREMENTS

No Residence may be of a prefabricated, modular construction - commonly known as a

modular home. Exterior walls of all Residences and all appurtenances thereto, and all barns, greenhouses and outbuildings, shall be of stucco, brick, stone, wood shingles, wood lap siding (to include engineered wood lap siding but not including any 4 x 8 sheet siding reverse groove wood or engineered wood), or any combination thereof, or such other natural materials as may be deemed by the Developer in writing to be compatible therewith. All windows shall be constructed of glass, wood, metal clad or wood laminate, or any combination thereof; provided, however, that storm windows may be constructed or colored metal (other than silver) and glass, or any combination thereof. All exterior doors shall be functional. All roofs shall be covered with wood, slate, metal, tile, concrete shingles, and minimum 35 year warranted composition roof material, except as otherwise expressly permitted by the Developer in writing. Any building products that may come into general usage for dwelling construction of comparable quality and style in the area after the date hereof shall be acceptable if approved in writing by the Developer. All wood exteriors, except roofs and shake sidewalls, shall be covered with a workmanlike finish of two coats of high quality primer and paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed above final grade shall be covered with siding compatible with the structure or, at the Developer's discretion, painted the same color as the Residence.

SECTION 6

FREE SPACE REQUIRED

The main body of any Residence, including attached garage, attached greenhouses, ells and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth above in SECTION 4, erected or maintained on any of the Lots, or on any part or parts thereof, hereby restricted, shall, (a) not occupy more than sixty percent (60%) of the width of the Lot on which it is erected, measured in each case on the further from the street of (i) the building line as shown on the aforesaid plat or as established by the Developer in the conveyance of such Lot, or (ii) the front building line of the Residence, and any such Residence, exclusive of those projections specifically referred to in subparagraphs (a) and (b) of SECTION 4 hereof, and, (b) shall be set back a distance not less than twenty-five (25) feet from each of the side and/or rear Lot lines of the Lot on which such Residence is erected. All enclosed buildings, garages, out-buildings and improvements, except fences, shall be not less than twenty-five (25) feet from the Lot line of any Lot. No enclosed buildings, garages, out-buildings, fences or improvements are allowed within the boundaries of any landscape easements as such are shown on the plat of the District. All Exterior Structures and fences shall be located behind the front building line of the Residence. No Exterior Structures, including fences, shall be located within any building line setback, drainage area or drainage easements, as such are shown on the Plat of the District.

SECTION 7

PRIOR APPROVAL OF PLOT AND BUILDING PLAN

1. Notwithstanding compliance with the provisions of Section 3, Section 4 and Section 5 above, no Residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, materials & specifications, site plans, landscape plans, front and rear elevations, Lot grading plans, and exterior color scheme have been submitted to and approved in writing by the Developer. Nor shall any change or alteration to the above plans be made until such change or alteration has been submitted to and approved in writing by the Developer. All building plans and plot plans shall be designed to minimize the removal of existing trees, shall designate those trees to be removed and shall protect those trees that are to remain.

2. Following the completion of construction of any Residence or Exterior Structure, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Developer. All replacements of all or any portions of a structure; because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be the same material as the original structure unless the changes have been submitted to and approved in writing by the Developer.

3. No changes in the final grading of any Lot shall be made without the written approval of the Developer.

SECTION 8

CONSTRUCTION PERIOD AND PRIOR TO CONSTRUCTION PERIOD LOT REQUIREMENTS

There are no time requirements for when a Lot Owner must begin construction of a Residence on a Lot. However, at which time construction commences of a Residence, the Residence must have construction completed with an occupancy permit within Twenty-Four (24) months. During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites and/or the District:

- (a) Temporary lighting shall follow standards for permanent lighting as described in this Declaration.
- (b) No dumping of construction materials, waste or trash shall occur in the District.
- (c) No cleaning of cement trucks shall occur within the District.
- (d) Each Lot shall be maintained in a clean and orderly manner during construction. Lot

Owner, for itself and its general contractors and subcontractors, agrees not to store, dump or place, temporarily or otherwise, on any part of the District or adjacent areas (other than the Lot), any soil, rock, material or other debris resulting from or used in connection with the construction of the Residence or other improvements on the Lot.

- (e) Lot Owner, for itself and its general contractors and subcontractors, agrees to abide by all provisions and requirements of *Kansas Water Pollution Control General Permit for Storm water Runoff from Construction Activities*.
- (f) Each lot owner except for Lot 4, shall properly maintain the appearance of the Lot, including mowing, seeding and spraying all undesirable grass, weeds and noxious weeds at the same intervals and in the same manner as an occupant of a Residence on a Lot would. Whether a Lot is occupied or not, the road right-of-way in front of all Lots shall always be mowed (7-12 day intervals in growing season). The growing of native (prairie) grasses on unutilized portions of the Lot is encouraged. The ongoing condition of the Lot should maintain or enhance its natural beauty and be as attractive as possible, one Lot complimenting another. In addition, Lot Owner must remove any mud or debris that appear on the adjacent street(s) as a result (partially or otherwise) of Lot Owner's activities.
- (g) At the time of construction of the residence, Lot Owner shall grade the Lot in accordance with the master grading plan approved by the County, any related grading plan furnished by Developer for the District and any specific site grading plan for the Lot approved by Developer. Lot Owner shall be responsible for establishing a specific site grading plan for the Lot (and its relationship to nearby lots) in accordance with such master and district grading plans and coordinating with the other nearby lots (including, without limitation, the matching of all proper grades at Lot lines), regardless of when houses are, were or will be constructed on those Lots.

SECTION 9

CARRIAGE HOUSE

"Carriage House" shall mean a structure (i) not more than fifty (50) feet distance from the Residence, (ii) constructed in a similar quality and appearance to the Residence, (iii) having a minimum of a two car garage, (iv) having a maximum Footprint of not more than 30% of the Residence footprint and (v) being no taller than the Residence; subject to County restrictions.

SECTION 10

EXTERIOR STRUCTURE

1. No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot

except with and pursuant to the advance written approval of the Developer

- 2(a) All residential fences and Privacy Screens (other than any installed by the Developer) shall be consistent with the standard designs, heights and materials to be selected by the Developer. No fence on any Lot shall exceed six (6) feet in height. All fences and Privacy Screens shall be constructed with the finished side out. Privacy style fencing and Privacy Screens shall be limited to an area behind the rear building line of and directly attached and adjacent to the Residence, except for dog runs. Privacy style fencing shall not be permitted as perimeter fencing. No metal (other than wrought iron ornamental), chain link (except as specifically allowed for below), metal farm fencing (barb wire, woven wire, welded wire or similar fencing material) or Privacy Screen shall be permitted. The use of chain link fencing is allowed for dog runs, which must be fully screened, and tennis or sport courts. Any new fence to be constructed must (i) attach to, and match the characteristics of, any previously existing fence of adjoining Lots, or (ii) be not less than six (6) feet from a previously existing fence on adjoining Lots.
- (b) All basketball goals shall be consistent with the standard designs and materials to be selected by the Developer. All backboards shall be clear or painted white and all poles and hardware shall be a neutral color. No more than two (2) backboards shall be permitted on any Lot. All basketball goals shall be located behind the front building line of the Residence.
- (c) All recreational or play structures (other than basketball goals) shall be located behind the back building line of the Residence.
- (d) Pools and hot tubs are permitted if approved by the developer. All pools and hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition.
- (e) All outside doghouses and other animal shelters shall be located behind the back building line of the Residence.
- (f) The total footprint of all doghouses and dog-runs shall not exceed Two Hundred (200) square feet per Lot.
- (g) no Exterior Structure that is prohibited under Section 11 below shall be permitted under this Section 10

SECTION 11

BUILDING OR USES OTHER THAN FOR RESIDENTIAL PURPOSES; NOXIOUS ACTIVITIES, MISCELLANEOUS

1. Except as otherwise provided in Section 2 above, no Residence or Exterior Structure 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 a Lot Owner from maintaining an office area in the Residence in accordance with the applicable ordinances of Miami County, Kansas.
2. No 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 Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Lot Owner shall properly maintain their Lot in a neat, clean and orderly fashion. All Residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.
3. No vehicle, trailer, bus, van, camper, boat, motor home or similar apparatus shall be parked, left or stored in any yard. No trailer, bus, van, camper, boat, motor vehicle or similar apparatus shall be parked, left or stored in any driveway or Street for more than a seventy-two-hour period. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible, or otherwise where screened by a barn, fencing or landscaping. Motorized vehicles shall not be operated on any Common Area, other than in the Street. Motorized vehicles shall not be operated on any landscape easement, as such is shown on the Plat of the District, other than for the purpose of maintaining such landscape easement.
4. No television, radio, citizens' band, short wave or other antenna, solar panel, clothes line or pole, or other unsightly projection, with the exception of satellite dishes as allowed for below, shall be attached to the exterior of any Residence or erected in any yard. No satellite dish with a diameter greater than Eighteen Inches (18") will be installed or maintained upon any Lot, and must be screened from view from all streets. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Developer 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 District and any such rules and regulations shall be binding upon all of the Lots.
5. No spotlights, floodlights, or other lighting shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots. No exterior lighting shall be installed or maintained on any Lot if the Developer shall object thereto.
6. No driveway shall be constructed in a manner as to permit access to a Street across a rear Lot line. It is anticipated that Lots 2 and 3 and Lots 1 and 4 may be required by local zoning

a rear Lot line. It is anticipated that Lots 2 and 3 and Lots 1 and 4 may be required by local zoning authorities to share a driveway and, if so, they shall share equally in the cost of maintaining and improving said driveway subject to the condition that no improvement shall be made without the consent of the other party. Driveways shall consist exclusively of either gravel, concrete or asphalt. Lot 4 may be permitted to access from Flint Road if appropriate arrangements can be made through the private road owners and as permitted by Miami County zoning regulations.

7. No horn, whistle, siren or bell, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Residence or in any yard.

8. In the event of vandalism, fire, windstorm or other damage, no buildings shall be permitted to remain in damaged condition for longer than three (3) months.

9. No permanent or temporary sign of any kind shall be displayed to the public view, or from any Lot, except for the following temporary signs (Permitted Signs): (i) such signs as may be used by Developer in connection with the development and sale of Lots in the District; (ii) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; (iii) such signs advertising the Lot as being for sale; or (iv) signs promoting political candidates but only 30 days before and five days from the day of election. Permitted Signs shall not exceed five square feet in total area or be more than three feet in height.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a Residence, either temporarily or permanently.

11. No garage will be permitted to be enclosed for living or used for purposes other than storage of automobiles and related normal uses.

12. The Lot Owner of each Lot upon which landscape easements exist, as such appear and are identified on the Plat of the District, at all times and at the Lot Owner's expense, shall (i) provide adequate erosion control, (ii) properly maintain, repair and replace any landscape or fence erected by or for the Developer, (iii) properly maintain all vegetation, including grass, trees, shrubs and ground cover. No fencing or other obstruction may be placed on or over any such landscape easement by the Lot Owner of any Lot on which such easement exists. No Lot Owner may remove any landscaping or fencing installed or erected by or for the Developer from such easements.

13. No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the tracts hereby restricted, except during a sixty (60) day period beginning November 15 of each calendar year.

14. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Outside trash burning shall be prohibited, except on tracts that have residences under construction. Tree trimmings and brush may be burned by meeting Miami County code which requires the obtaining of a burn permit.

15. No trash or refuse shall be thrown, dumped or placed upon any portion of 247th PLACE.

16. One swimming pool and one tennis court are allowed on each tract, but only for the personal use of the property owner.

17. On residence or tract or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the tract shall be responsible for compliance by the renter or lessee with these restrictions.

18. The Zoning Regulations and Sanitation Code of Miami County, Kansas, shall generally govern all tracts.

SECTION 12

ANIMALS

No livestock or poultry may be kept or maintained upon any Lot hereby restricted; provided, however, that Lot 4 may continue to be used for agricultural purposes, including the pasturage of horses, until such time as said Lot 4 may be subdivided further, at which time the subdivided lots shall conform to these restrictions. Any lot of more than five acres may have one (1) horse per 5 acre tract. No more than two (2) dogs and two (2) cats per Lot may be kept or maintained. The owner of any animal is responsible for keeping full control of such animal within the District. There shall be no commercial boarding or renting of horses.

SECTION 13

COVENANTS RUNNING WITH LAND-ENFORCEMENT

The agreements, restrictions and reservations herein set forth are and shall be, covenants running with the land into whomsoever hands any of the property in the District shall come. The Developer, its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Lot Owner except with respect to breaches thereof committed during its or his seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the Residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, and all other Lot Owners of any of the Lots and the Homes Association, 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 and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

SECTION 14

DURATION OF RESTRICTIONS, AMENDMENTS

Each of restrictions and covenants herein set forth shall continue and be binding upon the Developer and upon its successors, assigns and grantees, until January 1, 2050, and shall automatically be continued thereafter for successive periods of twenty (20) years each; provided, however, that the Lot Owners of the fee simple title to more than seventy-five percent (75%) of the total acres of all the Lots hereby specifically restricted and enumerated in this instrument may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth by executing and acknowledging an appropriate agreement or agreements, in writing for such purpose, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable, and filing the same for record in the office of the Register of Deeds of Miami County, Kansas.

The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time, by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Developer, if it is then a Lot Owner, or its successors or assigns, or (ii) (a) the Lot Owners (including therein the Developer if it is then a Lot Owner) of a majority of the Lots (excluding those owned by the Developer); and (b) the Developer, if it is then a Lot Owner, or its successors and assigns.

SECTION 15

EXTENSION OF DISTRICT

The Developer shall have, and expressly reserves the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions thereof, provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

SECTION 16

ASSIGNMENT OF DEVELOPER'S RIGHTS

The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, 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 all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. 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.

SECTION 17

CAPTIONS AND HEADINGS

Captions given to various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

SECTION 18

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 any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, 247TH PLACE has caused this Declaration of Restrictions to be executed this date.

247TH PLACE

By Vincent Woltkamp
Vincent Woltkamp, Manager

STATE OF KANSAS)

COUNTY OF Johnson)SS:

BE IT REMEMBERED that on this 15th day of December, 2003, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Vincent Woltkamp, Manager of 247th PLACE, who is personally known to me to be the same person who executed the foregoing instrument, and such person duly acknowledged the execution of the same to be the act and deed.

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



Sandra J. Knight
Notary Public

Sandra J. Knight
Print or type name