



Sedgwick County  
Register of Deeds - Bill Meek  
DOC.#/FLM-PG: 28585739

Receipt #: 1557098  
Pages Recorded: 1

Recording Fee: \$8.00

Cashier Initials: SL

Authorized By:

Date Recorded: 7/1/2004 3:50:27 PM



### ANNEXATION OF ADDITIONAL LAND

COMES NOW on this 28<sup>th</sup> day of June, 2004, Declarant KYLE STEPHENSON, as General Partner of K & N Stephenson, L.P., established by Limited Partnership agreement dated December 31, 1995, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the 2<sup>ND</sup> ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick county, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Reserve A Savanna at Castle Rock Ranch 9<sup>th</sup> Addition and Reserve E Savanna at Castle Rock Ranch 5<sup>th</sup> Addition to Sedgwick County, Kansas.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

K & N Stephenson, L.P.

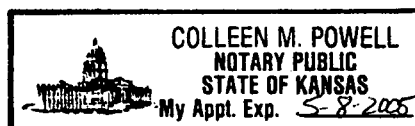
By:   
Kyle Stephenson, General Partner

STATE OF KANSAS       )  
                                  )  
COUNTY OF SEDGWICK )       ss:

This instrument was acknowledged before me on this 29<sup>th</sup> day of June 2004, by Kyle Stephenson, General Partner of the K & N Stephenson, L.P. established by limited partnership agreement dated December 31, 1995.

NOTARY PUBLIC

My appointment expires:



May 8, 2005

## ANNEXATION OF ADDITIONAL LAND

COMES NOW on this 4th day of February, 2002, Declarant NATALIE STEPHENSON, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Lots 5 thru 24, Block 1, and Lots 17 thru 28, Block 2, Savanna at Castle Rock Ranch 9th Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

Natalie Stephenson  
NATALIE STEPHENSON, as Trustee of  
the Linda Lucile Stephenson  
Trust, established by Trust  
Agreement dated July 1, 1974.

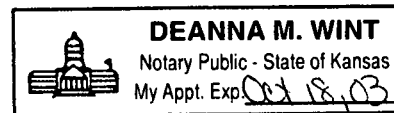
STATE OF KANSAS       )  
                              ) ss:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on this 4th day of February, 2002, by Natalie Stephenson, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974.

Deanna M. Wint  
NOTARY PUBLIC

My appointment expires

10/18/03



STATE OF KANSAS } ss  
SEDGWICK COUNTY }

FEB 6 4 39 PM '02

BILL MEEK  
REGISTER OF DEEDS

Judy Paget  
Deputy

*Savanna at Castle Rock Ranch*  
1540 Freedom Rd.  
67230

MICROFILMED  
OF RECORD

10

Per Legg

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CP

ELEVENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF  
SAVANNA AT CASTLE ROCK RANCH EAST

MICROFILMED  
OF RECORD

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAVANNA AT CASTLE ROCK RANCH EAST ("Amendment") is executed this 26th day of April, 2001, by K & N Stephenson, L.P., established by limited partnership agreement dated December 31, 1995 ("Declarant").

ARTICLE X

ADDITIONAL LAND

Paragraph 10.01 of the Declaration is hereby deleted and the following is substituted in its place and stead:

10.01 Additional Property May be Annexed. Declarant may, from time to time, annex additional real property, including additional 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.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

K & N Stephenson, L.P.

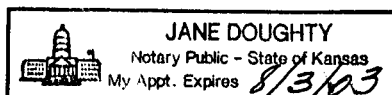
By: Kyle Stephenson  
Kyle Stephenson, General Partner  
of the K & N Stephenson, L.P.  
established by limited  
partnership agreement dated  
December 31, 1995.

STATE OF KANSAS       )  
                                  )    ss:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on this 26th day of April, 2001, by Kyle Stephenson, General Partner of the K & N Stephenson, L.P. established by limited partnership agreement dated December 31, 1995.

Jane Doughty  
NOTARY PUBLIC

My appointment expires:



August 3, 2003

STATE OF KANSAS } ss  
SEDGWICK COUNTY }

APR 30 11 06 AM '01

BILL NEEK  
REGISTER OF DEEDS



Judy Paget  
Deputy

Castle Rock Ranch Inc. 14500 Sport of Kings  
Wichita KS 67230

600  
ck

## ANNEXATION OF ADDITIONAL LAND

COMES NOW on this 25th day of January, 2000, Declarant NATALIE STEPHENSON, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Reserve B, Reserve C, Lots 1 thru 4, Block 1, and Lots 1 thru 16 and 29 thru 32, Block 2, Savanna at Castle Rock Ranch 9th Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

Natalie Stephenson, Trustee  
NATALIE STEPHENSON, as Trustee of  
the Linda Lucile Stephenson  
Trust, established by Trust  
Agreement dated July 1, 1974.

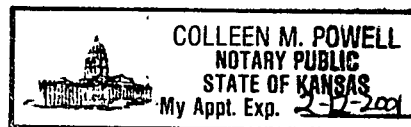
STATE OF KANSAS            )  
                                  )   ss:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me on this 25th day of January, 2000, by Natalie Stephenson, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974.

Colleen M. Powell  
NOTARY PUBLIC

My appointment expires

February 12, 2001



Linda Standlee  
DEPUTY



STATE OF KANSAS } SS  
SEDGWICK COUNTY }  
JAN 28 1 38 PM '00  
BILL HEEK  
REGISTER OF DEEDS

6.00  
Natalie Stephenson  
14500 Sport of Kings  
Wichita, KS 67230

MICROFILMED  
OF RECORD

MICROFILMED  
OF RECORDTENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF  
SAVANNA AT CASTLE ROCK RANCH EAST*S. Christian*  
Deputy

COMES NOW on this 18th day of February, 1999, Declarant **NATALIE STEPHENSON**, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974, under the authority of Article X, Section 10.01 of the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** for the **2ND ADDITION** to **SAVANNA AT CASTLE ROCK RANCH**, Sedgwick County, Kansas, dated December 31, 1990 and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Lot 1 thru 4, Block 1, Lot 1 thru 16 and 29 thru 32, Block 2, Savanna at Castle Rock Ranch 9th Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

*Natalie Stephenson*

**NATALIE STEPHENSON**, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974.

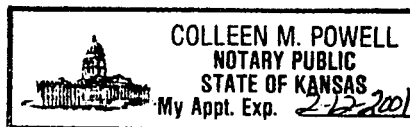
STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on this 18th day of February, 1999, by **Natalie Stephenson**, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974.

*Colleen M. Powell*

NOTARY PUBLIC

My appointment expires

2-12-2001STATE OF KANSAS } ss  
SEDGWICK COUNTY }

FEB 23 10 29 AM '99

BILL J. WICK  
REGISTER OF DEEDS

6.00 Savanna East Homeowners, 14500 Sport of Kings  
67230



STATE OF KANSAS }  
 SEDGWICK COUNTY } SS

JAN 20 3 06 PM '98

NINTH AMENDMENT  
 TO

DECLARATION OF COVENANTS,  
 CONDITIONS, AND RESTRICTIONS  
 OF

MICROFILMED  
 OF RECORD

REGISTER OF DEEDS  
 LARRY CONSOVER

SAVANNA AT CASTLE ROCK RANCH EAST

*S. Christian*  
 Deputy

COMES NOW on this 14th day of January, 1998, Declarant NATALIE STEPHENSON, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Savanna at Castle Rock Ranch Lots 5 thru 15, Block 5, 5th Addition and Lots 1 thru 7, Block 1, 7th Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

*Natalie Stephenson*

NATALIE STEPHENSON, as Trustee  
 of the Linda Lucile Stephenson  
 Trust, established by Trust  
 Agreement dated July 1, 1974.

STATE OF KANSAS )  
 )  
 COUNTY OF SEDGWICK )

ss:

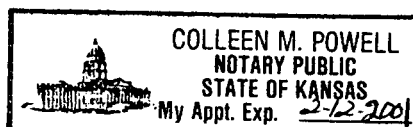
This instrument was acknowledged before me on this 14th day of January, 1998, by Natalie Stephenson, as Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974.

*Colleen M. Powell*

NOTARY PUBLIC

My appointment expires

2-12-2001



SAVANNA AT CASTLE ROCK  
 14500 SPORT OF KINGS  
 WICHITA, KS 67230

6.00 ch

STATE OF KANSAS }  
 SEDGWICK COUNTY } SS  
 FILED FOR RECORD AT

8:00 AM



MICROFILMED  
 OF RECORD

1504547 E-2 15

PAT KETTLER  
 REGISTER OF DEEDS

*Cheryl Hernandez  
 Deputy*

**EIGHTH AMENDMENT  
 TO  
 DECLARATION OF COVENANTS,  
 CONDITIONS, AND RESTRICTIONS  
 OF  
SAVANNA AT CASTLE ROCK RANCH EAST**

THIS AMENDMENT is executed as of this 29th day of January, 1996, by Natalie Stephenson, Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974, and K & N Stephenson, L.P. (collectively "Declarant").

A. This Amendment amends that certain Declaration of Covenants, Conditions and Restrictions of Savanna at Castle Rock Ranch 2nd addition to Sedgwick County, Kansas, recorded November 1, 1991, at Film 1204, Page 1095, as the same has been amended from time to time, said Declaration and amendments having been placed of record in the Office of the Register of Deeds of Sedgwick County, Kansas (collectively, the "Declaration").

B. The real property covered by the Declaration is as set out on Exhibit "A" attached hereto and made a part hereof.

C. Pursuant to the provisions of Article XIII of the Declaration, the undersigned is authorized to effect the following amendments to the Declaration.

**NOW, THEREFORE,** the Declaration is hereby amended as follows:

1. Section 1.04 "Common Area" shall include the following:

Declarant anticipates constructing, at Declarant's expense, a swimming pool and related improvements for the benefit of the owners of lots in the properties generally known as Savanna at Castle Rock Ranch East and Savanna at Castle Rock Ranch West. In the event Declarant elects to do so, said property, which shall be then legally described, shall become "Common Area" and thereafter all of the expense of the operation, maintenance, repair and replacement thereof shall be the duty of the Association. Said property shall ultimately be deeded by Declarant to the Association but in the event operation thereof shall commence prior to such conveyance, all of said costs and duties shall immediately become the responsibility of the Association.

14.00 cks

K & N Stephenson L.P. 14500 Sport of Kings 67230

All Owners acquiring Lots from Declarant subsequent to the date of the recording hereof shall be governed hereby and shall automatically be entitled to the use of such additional Common Area and be responsible for the payment of Association assessments which shall include costs attributable thereto.

All Owners of Lots acquired prior to the date of recording hereof shall have the option of utilizing such additional Common Area by making such election in written recordable form and shall thereafter be entitled to the use thereof and shall be responsible for paying all assessments attributable thereto. Such election shall be irrevocable and shall bind all subsequent owners of such Lot. Any prior Owners not electing to utilize said additional Common Area shall not be entitled to the use thereof, nor shall any of their guests or invitees, and such Owners shall not be responsible for paying that portion of Association assessments attributable to such additional Common Area.

2. Section 4.01 is hereby amended to provide that no assessment of any type permitted under this Declaration shall be levied against any Lot owned by Declarant.

3. Section 8.01(C) is hereby amended to provide that the Association shall have the duty to maintain the unimproved portions of the public rights-of-way lying between the boundaries of the Addition and the improved portions of the roadways.

4. Article III of the Declaration is hereby amended to add the following subparagraph (F):

F. The Common Area may be utilized by Owners of Lots entitled to use the Common Area of the development commonly known as Savanna at Castle Rock Ranch West as Owners thereof are defined in the Declaration of Covenants, Conditions and Restrictions attributable thereto recorded at Film 1203, Page 1221, as the same may be amended from time to time. A similar reciprocal right shall extend to the owners of Savanna at Castle Rock Ranch East.



THIS AMENDMENT executed as of the date first above written.

Trustee of the Linda Lucile Stephenson Trust,

By Natalie Stephenson, Trustee  
Natalie Stephenson, Trustee

ACKNOWLEDGMENT

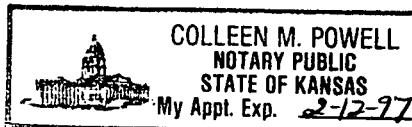
STATE OF KANSAS            )  
  ) ss.  
SEDGWICK COUNTY         )

BE IT REMEMBERED, that on this 29th day of January, 1996, before me, a Notary Public within and for the County and State aforesaid, came Natalie Stephenson, Trustee of the Linda Lucile Stephenson Trust, established by Trust Agreement dated July 1, 1974, who is personally known to me and known to me to be the same person who executed the foregoing Eighth Amendment to Declaration of Covenants, Conditions, and Restrictions of Savanna at Castle Rock Ranch East as Trustee, and said person duly acknowledged to me her execution of the same as and for her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Wichita, Kansas, the day, month, and year last above written.

Colleen M. Powell  
Notary Public

My Appointment Expires: 2-12-97



K & N Stephenson, L.P.

By Kyle Stephenson  
 Kyle Stephenson

ACKNOWLEDGMENT

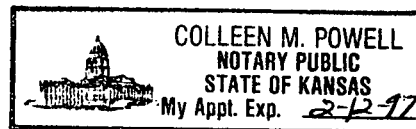
STATE OF KANSAS            )  
                                       ) ss.  
 SEDGWICK COUNTY        )

BE IT REMEMBERED, that on this 29th day of January, 1996, before me, a Notary Public within and for the County and State aforesaid, came Kyle Stephenson of K & N Stephenson, L.P., who is personally known to me and known to me to be the same person who executed the foregoing Eighth Amendment to Declaration of Covenants, Conditions, and Restrictions of Savanna at Castle Rock Ranch East, and said person duly acknowledged to me his/her execution of the same as and for his/her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Wichita, Kansas, the day, month, and year last above written.

Colleen M. Powell  
 Notary Public

My Appointment Expires: 2-12-97



EAST

**EXHIBIT "A"**

Savanna at Castle Rock Ranch, 2nd Addition to Sedgwick County, Kansas

Savanna at Castle Rock Ranch, 3rd Addition to Sedgwick County, Kansas

Lots 28 thru 30, 42 thru 44, Block 1; Lots 1 and 3 thru 17, 19, and 20, Block 3; Lots 1 thru 12, Block 4; and Lots 1 thru 4, Block 5; Savanna at Castle Rock Ranch, 5th Addition to Sedgwick County, Kansas

Lots 1 thru 5, Block 2; Lots 1 thru 6, Block 3; Lots 1 and 9 thru 33, Block 4; and Lots 1 and 8 thru 14, Block 5; Savanna at Castle Rock Ranch, 7th Addition to Sedgwick County, Kansas

All additions to Sedgwick County, Kansas

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF SAVANNA AT CASTLE ROCK RANCH EAST

MICROFILMED  
OF RECORD

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAVANNA AT CASTLE ROCK RANCH EAST ("Amendment") is executed this 24th day of February, 1995, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974 ("Declarant").

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Savanna at Castle Rock Ranch 2nd Addition to Sedgwick County, Kansas, dated December 31, 1990, was filed of record in the office of the Sedgwick County Register of Deeds on November 1, 1991, at Film 1204, Page 1095, et seq. (the "Declaration"); and

WHEREAS, the Declaration originally applied to Savanna at Castle Rock Ranch 2nd Addition to Sedgwick County, Kansas, and, by annexation, has been expanded to apply to Savanna at Castle Rock Ranch 3rd Addition, a portion of Savanna at Castle Rock Ranch 5th Addition and a portion of Savanna at Castle Rock Ranch 7th Addition; and

WHEREAS, the Declaration was first amended by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions dated August 16, 1993, and recorded in the office of the Sedgwick County Register of Deeds on August 19, 1993, at Film 1366, Page 1262; and

WHEREAS, the Declaration was further amended by that certain Annexation of Additional Land dated August 23, 1993, and recorded in the office of the Sedgwick County Register of Deeds on August 30, 1993, at Film 1369, Page 326; and

WHEREAS, the Declaration was further amended by that certain Annexation of Additional Land dated March 9, 1994, and recorded in the office of the Sedgwick County Register of Deeds on March 10, 1994, at Film 1425, Page 1869; and

WHEREAS, the Declaration was further amended by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions dated April 13, 1994, and recorded in the office of the Sedgwick County Register of Deeds on May 13, 1994, at Film 1445, Page 353; and

WHEREAS, the Declaration was further amended by that certain Annexation of Additional Land dated January 4, 1995, and recorded in the office of the Sedgwick County Register of Deeds on January 9, 1995, at Film 1499, Page 811; and

*Castle Rock Ranch  
14500 Spout of Kings  
67230*

*10.00  
ckd*

WHEREAS, the Declaration was further amended by that certain Annexation of Additional Land dated February 13, 1995, and recorded in the office of the Sedgwick County Register of Deeds on February 15, 1995, at Film 1506, Page 68; and

WHEREAS, Section 13.02 of the Declaration authorizes the Declarant, in its sole discretion, to amend the Declaration prior to the date Declarant delivers management of the property which is the subject of the Declaration to the Association.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Association, as defined and referred to in the Declaration, shall mean the Savanna East Homeowners' Association, rather than the Savanna Homeowners Association. The Declaration shall hereinafter be referred to as the "Declaration of Covenants, Conditions and Restrictions of Savanna at Castle Rock Ranch East."

2. The following shall be added to the Declaration as Section 3.07:

"3.07 Entrance Treatments; Walls. Declarant hereby reserves the right and easement, in its sole discretion and at its own expense, to construct or install (whether before or after transfer of title to Owners) entrance treatments, fences and/or walls, of Declarant's own choice, type and design, on the perimeter of Lots selected by Declarant (beyond the building set-back lines). The Association is hereby granted a perpetual, nonexclusive easement to enter upon any Lot on which there is situated an entrance treatment, fence or wall installed or erected by Declarant and to maintain, improve, repair and/or replace the same. Declarant may install a perimeter privacy wall along portions of the Addition and may install landscaping and sprinkler systems on either side thereof as Declarant may in its sole discretion determine. In the event of the installation of such wall, fence, landscaping or sprinkler systems, the future maintenance, repair and replacement thereof and all monuments and logos, shall be the responsibility of said Association, which shall further be responsible for the maintenance and care of those portions of the public right-of-way abutting the Addition lying between the traveled lines. The same shall be maintained free from weeds and rubbish and otherwise comparable to other landscaped portions of Common Area in the Addition."

3. Section 5.18 (Garage Doors) of the Declaration is hereby deleted in its entirety.

4. Except as otherwise provided herein, the Declaration shall remain in full force and effect in accordance with its original terms and conditions.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

*Natalie Stephenson*

NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

STATE OF KANSAS )  
COUNTY OF SEDGWICK )

ss:

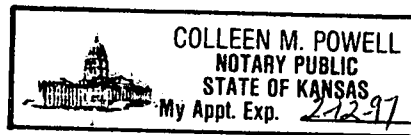
This instrument was acknowledged before me on this 24th day of February, 1995, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

*Colleen M. Powell*  
NOTARY PUBLIC

My appointment expires

2-12-97

\63906.04



STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
1:00 p M

FEB 27 1995

NO. 1438135  
PAT KETTLER  
REGISTER OF DEEDS



*Christina Hernandez*  
*Deputy*

MICROFILMED  
OF RECORD

## ANNEXATION OF ADDITIONAL LAND

COMES NOW on this 13th day of February, 1995, Declarant NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Savanna at Castle Rock Ranch Reserve A, B, C, D, and E, 5th Addition and Reserve A, B, and C, 7th Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

*Natalie Stephenson, Trustee*

NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

STATE OF KANSAS )  
COUNTY OF SEDGWICK )

ss:

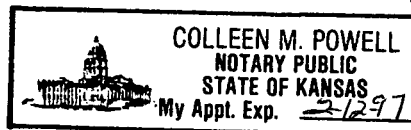
This instrument was acknowledged before me on this 13th day of February, 1995, by Natalie Stephenson, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

*Colleen Powell*

NOTARY PUBLIC

My appointment expires

2-12-97



STATE OF KANSAS }  
SEDGWICK COUNTY }  
FILED FOR RECORD AT  
1:00 PM

FEB 15 1995

NO. 1436769  
PAT KETTLER  
REGISTER OF DEEDS

6.00 JKS  
Castle Rock Ranch Inc  
14500 Sport of King  
67230

*Thyllis Hernandez  
Deputy*

MICROFILMED  
OF RECORD

ANNEXATION OF ADDITIONAL LAND

COMES NOW on this 4th day of January, 1995, Declarant NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Savanna at Castle Rock Ranch, Lots 1 thru 5, Block 2, Lots 1 thru 6, Block 3, Lots 1 and 9 thru 33, Block 4, and Lots 1 and 8 thru 14, Block 5, 7th Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

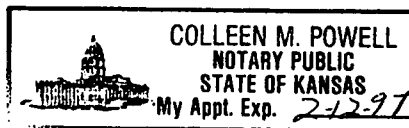
Natalie Stephenson  
NATALIE STEPHENSON, as Trustee of the  
Kyle Martin Stephenson Trust and the  
Linda Lucile Stephenson Trust, both  
established by Trust Agreements dated  
July 1, 1974.

STATE OF KANSAS       )  
                                  )  
COUNTY OF SEDGWICK )       ss:

This instrument was acknowledged before me on this 4th day of January, 1995, by Natalie Stephenson, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

Colleen M. Powell  
NOTARY PUBLIC

My appointment expires  
2-12-97



STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
8-00 PM

JAN 9 1995  
NO. 1430413  
PAT KETTLER  
REGISTER OF DEEDS



Ed Reed  
Deputy

6-00 Castle Rock Ranch  
14500 Sport of Kings  
67230



AMENDMENTDECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS

THIS AMENDMENT is made this 1344 day of April, 1994, pursuant to ARTICLE XIII, § 13.02 of the DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS ("Declaration") for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

## ARTICLE V

USE, OCCUPANCY, AND CONDUCT RESTRICTIONS

§ 5.21 of the Declaration is hereby deleted and the following is substituted in its place and stead:

5.21 Requirement to Plant Lawn and Trees, Shrubs, or Bushes. Within sixty days after occupancy of a residence on a Lot, the Owner thereof shall submit to the Architectural Committee a landscape plan for its approval, pursuant to the provisions of Article IX hereof, which plan shall include the following:

- a) planting a lawn;
- b) the planting of at least fifteen (15) perennial shrubs or bushes per net acre of such Lot;
- c) the planting of at least fifteen (15) Austrian pines at least four (4) feet in height per net acre of such Lot; and
- d) the planting of at least eight (8) deciduous shade trees per net acre of such Lot.

As used herein, "net acre" means the total acreage of the Lot less any area which is permanently covered with water. If a Lot contains more or less than one (1) net acre, the number of shrubs and trees required shall be increased or reduced proportionately. If the required number of trees, shrubs or bushes is between two whole numbers, the number should be rounded up. For example, the requirements for a Lot containing one half (1/2) net acre are to plant a lawn, at least eight (8) perennial shrubs or bushes, at least eight (8) Austrian pines at least four (4) feet in height and at least four (4) deciduous shade trees.

8.00 ck

Colleen Powell  
Stephenson Trust  
14500 Sport of Kings  
67230

No Chinese or Siberian elms and no Bermuda grass will be permitted on any Lot. The required landscaping as set forth above will be installed forthwith upon approval unless installation is inappropriate by virtue of the season, in which case the landscaping will be installed not later than the next planting season following submission of the plan. In the event such landscaping is not so installed, the 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 such landscaping and collect from such Owner the cost thereof. The Association is hereby granted the right to enter upon such Lot for the purpose of performing said landscaping.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.



STATE OF KANSAS )  
SEDGWICK COUNTY ) SS  
FILED FOR RECORD AT  
8:00 AM

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PAT KETTLER  
REGISTER OF DEEDS

Natalie Stephenson, Trustee  
NATALIE STEPHENSON, as Trustee  
of the Kyle Martin Stephenson  
Trust and the Linda Lucile  
Stephenson Trust, both estab-  
lished by Trust Agreements  
dated July 1, 1974.

STATE OF KANSAS )  
COUNTY OF SEDGWICK )

SS:

Ed Reso  
Deputy

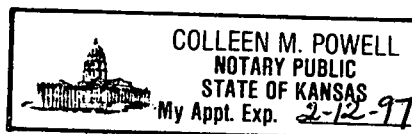
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OF RECORD

This instrument was acknowledged before me on this 13th day of April, 1994, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

Colleen Powell  
NOTARY PUBLIC

My appointment expires

2-12-97



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## ANNEXATION OF ADDITIONAL LAND

MICROFILMED  
OF RECORD

COMES NOW on this 9th day of March, 1994, Declarant NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Savanna at Castle Rock Ranch, Lots 28 thru 30, and 42 thru 44, Block 1, 5th Addition, Lots 1 and 3 thru 17, 19, and 20, Block 3, 5th Addition, Lots 1 thru 12, Block 4, 5th Addition, and Lots 1 thru 4, Block 5, 5th Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

*Natalie Stephenson, Trustee*  
 NATALIE STEPHENSON, as Trustee  
 of the Kyle Martin Stephenson  
 Trust and the Linda Lucile  
 Stephenson Trust, both  
 established by Trust Agreements  
 dated July 1, 1974.

*Kyle Inc*  
*1524 N. 143rd East*  
*67230*

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STATE OF KANSAS )  
COUNTY OF SEDGWICK )

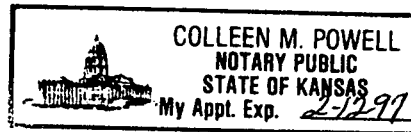
SS:

This instrument was acknowledged before me on this 10th day of March, 1994, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

Colleen M. Powell  
NOTARY PUBLIC

My appointment expires:

2-12-97



STATE OF KANSAS } SS  
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PAT KETTLER  
REGISTER OF DEEDS

Ed Rood  
Deputy

# ANNEXATION OF ADDITIONAL LAND

COMES NOW on this 23rd day of August, 1993, Declarant NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974, under the authority of Article X, Section 10.01 of the DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, and does hereby state an intention to annex and does hereby annex the following described real property under the terms of these described covenants, conditions and restrictions. The property to be annexed is Savanna at Castle Rock Ranch, 3rd Addition.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

MICROFILMED  
OF RECORD

*Natalie Stephenson, Trustee*  
NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

*Castle Rock Ranch Inc*  
*1524 N 143rd Street East*  
*67230*

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STATE OF KANSAS )  
COUNTY OF SEDGWICK )

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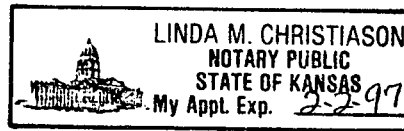
This instrument was acknowledged before me on this 23<sup>rd</sup> day of August, 1993, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

Linda M. Christason  
NOTARY PUBLIC

My appointment expires

2-2-97

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STATE OF KANSAS ) ss  
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PAT KETTLER  
REGISTER OF DEEDS

*Ed Reed  
Deputy*

MICROFILMED  
OF RECORDAMENDMENTDECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS

THIS AMENDMENT is made this 16th day of August, 1993, pursuant to ARTICLE XIII, § 13.02 of the DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS ("Declaration") for the 2ND ADDITION to SAVANNA AT CASTLE ROCK RANCH, Sedgwick County, Kansas, dated December 31, 1990, and filed of record on November 1, 1991, with the Register of Deeds, Sedgwick County, Kansas, at Film 1204, Pages 1095-1120, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

## ARTICLE V

USE, OCCUPANCY, AND CONDUCT RESTRICTIONS

§ 5.09 of the Declaration is hereby deleted and the following is substituted in its place and stead:

5.09 No Trailers, Used Housing. Except as approved by the Architectural Control Committee, pursuant to ARTICLE IX, § 9.01 of this Declaration, 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 said land, nor shall any trailer or mobile home be moved, placed, or permitted to remain upon a building site subject to this Declaration.

§ 5.10 of the Declaration is hereby deleted and the following is substituted in its place and stead:

5.10 Animals. Except as provided herein, no birds, animals, or insects, except dogs, cats, or other household pets, shall be kept or maintained on any Lot, except as provided herein. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the Common Areas. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property 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. Notwithstanding the foregoing, the Architectural Control Committee may approve in writing, pursuant to ARTICLE IX, § 9.01 of this Declaration, plans and specifications for the keeping, stabling or pasturing of horses on any Lot containing more than four (4) acres. Requests for Approval of the Architectural Control Committee

Castle Rock Ranch Inc.

1524 N. 143rd E.

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pursuant to this section shall be granted or denied on a case by case basis, taking into consideration the location of fences and/or structures in relation to and effect upon surrounding Lots, topography, the overall community design of the Addition, the suitability of keeping, stabling or pasturing of horses on the Lot in question, and the well-being of the animals.

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

Natalie Stephenson

NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

STATE OF KANSAS )  
COUNTY OF SEDGWICK )

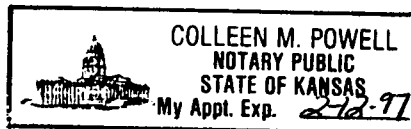
SS:

This instrument was acknowledged before me on this 16<sup>th</sup> day of August, 1993, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreements dated July 1, 1974.

Colleen M. Powell  
NOTARY PUBLIC

My appointment expires

2-12-97



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STATE OF KANSAS } SS  
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8:00 AM

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PAT KETTLER  
REGISTER OF DEEDS

Ed Bass  
Deputy



DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS

THIS DECLARATION is made this 31 day of December 1990, by NATALIE STEPHENSON, as Trustee of the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson Trust, both established by Trust Agreement dated July 1, 1974 (hereinafter referred to collectively as "Declarant").

RECITALS

A. Declarant is the owner of the following described real property:

SAVANNA AT CASTLE ROCK RANCH 2ND ADDITION to Sedgwick County, Kansas (the "Property").

B. Declarant deems it advisable to impose a general plan for the development, improvement, and maintenance of, and to enhance and protect the value, desirability, and attractiveness of, the Property.

C. To efficiently effect the purposes of this Declaration, Declarant deems it desirable to incorporate Savanna Homeowners Association, a Kansas nonprofit corporation, to which may be assigned the powers maintained in administering the common area and administering and enforcing these covenants, conditions, and restrictions, and collecting and disbursing funds pursuant to the assessments and charges hereinafter referred to.

D. All of the Property and any improvements thereon or interests therein shall be held, occupied, conveyed, or transferred subject to the covenants, conditions, and restrictions herein set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that the Property shall be held, sold, conveyed, and transferred subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value, desirability, and attractiveness of the Property, and which shall run with the 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.

MICROFILMED  
OF RECORD

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CKS

*L. G. Stephenson*  
14010 E. 13th Street  
Wichita Ks 67220

## ARTICLE I

DEFINITIONS

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

1.01 "Architectural Committee" shall mean and refer to the Committee of the Association, described in Article IX hereof.

1.02 "Association" shall mean and refer to SAVANNA 2ND ADDITION HOMEOWNERS ASSOCIATION, a nonprofit corporation to be incorporated under the laws of the State of Kansas, its successors, and assigns.

1.03 "Property" shall mean and refer to the "Property" defined in the recitals hereof, together with any property which may hereafter be annexed thereto pursuant to Article X.

1.04 "Common Area" shall mean those portions of the Property to be owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be conveyed to and owned by the Association is described as follows:

Reserves "A" and "B," as shown on the Plat of SAVANNA AT CASTLE ROCK RANCH 2ND ADDITION to Sedgwick County, Kansas, and all improvements and vegetation situated and to be situated thereon,

together with any common area or reserves included in any property which may hereafter be annexed to the Property covered hereby, as provided in Article X.

1.05 "Lot" shall mean and refer to a Lot as shown on the recorded plat of Savanna at Castle Rock Ranch 2nd Addition to Sedgwick County, Kansas.

1.06 "Legal Rate" shall mean that rate of interest applicable to a judgment rendered by a court of general jurisdiction in the state of Kansas, provided that, for purposes of this Declaration, the rate of interest shall never exceed the maximum rate allowed by law.

1.07 "Member" shall mean each person or entity which holds membership in the Association pursuant to Section 2.01 hereof.

1.08 "Owner" shall, except as hereinafter provided, mean and refer to each record owner of a fee simple title or an undivided fee simple interest in any Lot which is a part of the Property, excluding those acquiring such interest merely as security for the performance of an obligation. If any record owner of a Lot sells such owner's interest in a Lot under executory contract, if the contract vendee is in possession of the Lot, and during such time as the contract is in force, the contract vendee rather than the record owner of such Lot shall be deemed an "Owner" hereunder.

1.09 "Board" shall mean and refer to the Board of Directors of the Association.

1.10 "Structure" shall mean and refer to any thing or device (other than trees, shrubbery, hedges less than two feet high, and landscaping), the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, clothes line, radio or television antenna, fence, curbing, paving, wall, hedge more than two feet in height, signboard or any temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon, or across any Lot, or 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 (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

1.11 "Transfer" shall mean a transfer of any and every kind or nature whatsoever of any right, title, or interest in the Property or any part thereof or interest therein or improvements thereon or appurtenances thereto, including by way of illustration and not by way of limitation a transfer by deed, mortgage, contract for deed, escrow agreement, gift, sale, assignment, lease, or sublease.

## ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. The Association shall have as members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

2.02 Voting Rights. All Members, 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 shall have one vote, subject to the following exceptions and conditions:

- (A) If any Member owns or holds more than one Lot, such Member, subject to the provisions of this Article II, shall be entitled to one vote for each such Lot; provided, that Declarant shall be entitled to two votes for each Lot owned by Declarant.
- (B) When any such Lot is owned or held by more than one Member as tenants in common or joint tenancy or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one vote relative to such Lot and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.
- (C) Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessments are due and unpaid.
- (D) The Board may adopt such Bylaws, consistent with the terms hereof, the Articles of Incorporation of the Association, and the laws of the State of Kansas, as it deems advisable for any meeting of Members in 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, voting by proxy, and such other matters concerning the

conduct of meetings and voting as it shall deem proper.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS

3.01 Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall not be personal but shall be appurtenant to and shall pass with the title to every Lot, whether or not such rights are mentioned in the deed of conveyance, subject to the following provisions.

- (A) The right of the Association to limit the number of guests of Members.
- (B) The right of the Association to establish and revise, from time to time, uniform rules and regulations pertaining to the use and maintenance of the Common Area, including but not limited to the recreational facilities thereof, which rules and regulations shall be binding on all residents of the Property.
- (C) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage the Common Area, provided that the rights of such mortgagees shall be subordinate to the rights of the Members.
- (D) The right of the Association to suspend the use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period not exceeding 30 days for any single infraction of the Rules and Regulations of the Association.
- (E) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided, that such dedication or transfer shall not be effective unless authorized by a majority of Members present at a specially convened meeting called for such purpose.

3.02 Delegation of Use. A Member's right of enjoyment in the Common Area shall automatically extend to all members of his immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of the Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.03 Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

3.04 Title to the Common Area. Declarant may retain title to the Common Area until such time as, in the opinion of Declarant, the Association is able to maintain the same, but Declarant covenants for Declarant and for Declarant's successors and assigns that Declarant shall convey the Common Area to the Association not later than the date that sixty-seven percent (67%) of the lots herein shall have residences constructed thereon which are occupied. 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.

3.05 Reservation of Easements. Notwithstanding any other provision of this Declaration, Declarant reserves unto Declarant, Declarant's successors and assigns, a perpetual nonexclusive easement and right of way over the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, public walkways, and other public utilities, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and other public utilities, provided that such utilities should be installed in such a manner so as to minimize damage to the natural features to the Common Area.

3.06 Title to Private Streets. The Association shall be responsible for the perpetual maintenance of the private streets as shown on the plat of Savanna at Castle Rock, an Addition to Sedgwick County, Kansas. The said private streets may be dedicated to the public at any time upon recording of a written instrument of dedication, executed by the owners as shown by the records of the office of the Register of Deeds of the County of Sedgwick, Wichita, Kansas, of not less than a majority of the Lots then subject to this Declaration, provided that so long as Declarant owns not less than twenty-five percent (25%) of the Lots, any such instrument shall require the written consent of Declarant. The private streets will not be accepted by a

governing body as a public street dedication unless a guarantee for the paving of the streets to a public standard is also provided. Division of any Lot by lot split or replat will not be approved by the governing body unless the street accessing the property is paved to a public standard.

#### ARTICLE IV

##### COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.01 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operation, maintenance, care, and improvement of the Common Area and to afford the Association the means and resources necessary to carry out its duties and functions, the Association shall, in each year, assess against each Lot in the Property a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof.

The first such assessment shall be for the calendar year beginning January 1, 1990. It shall be fixed and levied by the Board prior to such date and thereafter it shall be due and payable on the 15th day of February of each year, unless the Board shall by appropriate action permit payments semi-annually or in accordance with other payment schedules. Any assessment not paid when due shall bear interest at the highest rate permitted under applicable law, or if no maximum rate is provided by applicable law, then at the prevailing legal rate. The Association will notify all Owners on or before that date, giving the amount of the assessment, when due, and the amount on each Lot owned by him. The failure of the Association to make the assessment prior to January 1 of each year for the next succeeding year shall not invalidate any such assessment made for the particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1 of any year, then it shall become due and payable not later than 45 days from the date of levying the assessment.

4.02 Basis and Operating Fund. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner(s).

Each new Owner purchasing a Lot from Declarant shall deposit with the Association, at the closing of his purchase, such sum as may be required by Declarant as such Owner's initial contribution to the working capital of the Association. Such deposit shall be in the amount of \$200 or such other amount as shall be specified in the contract covering the purchase of such Lot.

#### 4.03 Limitations on General Assessments.

a) The maximum annual assessment for the calendar year ending December 31, 1990, shall be \$400 per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than eleven percent (11%) 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 1990 may be increased to an amount greater than that permitted under subsection a) of this section only by an affirmative vote of two-thirds (2/3) of the vote of the members in attendance at a meeting duly called for such purpose.

c) The Board may fix the annual assessment at an amount not in excess of the maximum amount set forth in this section.

4.04 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 (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid unless two-thirds of the Members present at the meeting vote for it. Any special assessments shall become a lien against each individual Lot in the same manner otherwise provided for in this Article.

Further, the Association 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 shall require an expenditure by the Association for repair or remedy.

Any special assessments shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at the prevailing Legal Rate.

4.05 Collection and Expenditures. The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs, including reasonable attorneys' fees, and penalties and interest for the late payment or nonpayment



thereof. The Association shall have the authority to expend all moneys 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 and provided for in this Declaration and the Articles of Incorporation and Bylaws of the Association. The purposes to which the funds shall be applied include but are not limited to improving and maintaining the Common Area; the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area; expenses incidental to maintenance and operation of common recreational facilities; caring for vacant property; removing grass or weeds; street cleaning; street signs, street lights and snow removal; constructing, purchasing, maintaining or operating any community service; purchase of insurance; doing any other thing necessary or advisable in the operation of the Association for the general welfare of the members; expenses incidental to the enforcement of these restrictions; the fees of attorneys or other consultants or advisors; and the payment of operating expenses 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 assessments in the succeeding year, but may carry forward from year to 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.

4.06 Assessments and Liens; Delinquency. Thirty days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and a lien on the Lot, and shall so continue until the amount of said charge and assessment together with all costs, penalties, and interest as herein provided have been fully paid or otherwise satisfied. Except as provided herein, the Association's lien for delinquent assessments, damages, costs, expenses, attorneys' fees and all other charges allowed against a Lot shall pass to an Owner's successor in title, regardless of whether said obligation was expressly assumed by them.

4.07 Notice of Delinquency. At any time after any general or special assessment 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 shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees), and penalties which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Owner thereof, and such Notice shall be signed by an office of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties, and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

4.08 Enforcement of Liens. 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. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association. The acceptance of a deed or other interest to a Lot subject to this Declaration shall constitute an express waiver of any homestead exemption as is now or may hereafter be provided by Kansas or federal law as against all sums which may become due the Association from the Owner of such Lot.

4.09 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties, and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been or may hereafter be given in good faith and for value and perfected prior to the recording of a Notice of Lien hereunder. The sale or transfer of any Lot pursuant to a decree of foreclosure under such a mortgage or under any proceeding or deed in lieu of foreclosure thereof shall extinguish the lien of (but not the personal liability of the prior Owner for) assessments which became due prior to such sale or transfer. 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 sale.

4.10 Taxes and Assessments. Each Owner shall be obligated to pay the taxes and/or assessments assessed by the County Assessor against his own residence site or personal property.

4.11 Certificate of Compliance. A certificate in writing, issued by the Association or its agent, shall be given on demand to any Owner or prospective purchaser, upon payment of a reasonable fee to be established by the Association, certifying as to the status of payment of any assessment required hereunder.

4.12 No Offsets. All assessments shall be payable in the amount specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including without limitation any claim of non-use of the Common Area or any claims that Declarant, the Association, the Board, or the Architectural Committee is not or has not been properly exercising its duties and powers under this Declaration.

## ARTICLE V

### USE, OCCUPANCY, AND CONDUCT RESTRICTIONS

5.01 Conditions, Covenants, etc.. The Property is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement to such property.

5.02 Prohibited Activities. Each Owner shall not interfere with the rights of other Owners, the Association, or the Declarant, nor intentionally or unintentionally annoy any of such or any of the occupants of this development by unreasonable noises, offensive odors, improper neighborly conduct or otherwise. No activity which may be or become a nuisance or an annoyance to the neighborhood shall be carried on upon any building site or in any residence or appurtenant structures erected thereon.

5.03 Laws and Rules. 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.

5.04 Trespass and Damage. No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment, or disrepair to the Common Area or the residence or Lot of any other Owner.

5.05 Setback Requirements. Each Owner shall comply with the minimum front, back, and side setback requirements as shown on the recorded plat of the land covered hereby and as may, from time to time, be provided by the Architectural Control Committee.

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

5.07 No Storage; Trash. No trash, ashes, dirt, rock, or other refuse may be thrown or dumped on any Lot or building site. Trash containers shall be stored in a manner so they cannot be seen from surrounding property except to the extent and for the time necessary to permit pick up.

5.08 Temporary Residences. No basement, tent, shack, garage, barn, or outbuilding other than guest houses or servants' quarters erected on a building site 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.

5.09 No Trailers, Used Housing. 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 said land, nor shall any trailer or mobile home be moved, placed, or permitted to remain upon a building site subject to this Declaration.

5.10 Animals. No birds, animals, or insects, except dogs, cats, or other household pets, shall be kept or maintained on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the Common Areas. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property 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.

5.11 Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of Declarant; provided, however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall

not be more than 10 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the building site upon which it is erected and improvements thereon, if any.

5.12 Fences. No fence, masonry wall, hedge, or mass planting shall be constructed or maintained on any Lot except for those approved by the Architectural Committee, which shall have complete discretion with regard thereto. No hedge, shrub, mass planting, or tree shall be allowed by the Owner to obstruct sight lines at any corner. Trees, shrubs, and other plants which die shall be promptly removed from the property.

5.13 Minerals; Mining. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites subject to this Declaration, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any of the building sites covered by this Declaration. Fuel oil storage tanks as a part of the heating equipment of a residence shall be permitted only if located underground.

5.14 Antennas and Wires. There shall not be erected any external television or radio antennas or permanent clothes-line structures, and no Owner shall erect any structures, either permanent or temporary, upon any of the Common Area. Satellite receiving antennas must be approved by the Architectural Committee, subject to such screening requirements as the Committee may impose. No wires, poles or other facilities for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground.

5.15 Vehicles and Parking. No automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer, or trailer or any other vehicle of any type or description may be stored upon any of the Common Area, nor may any boat, boat trailer, house trailer, camper, camper trailers, or similar items be stored or permanently, continually, or regularly parked in the open on any Lot, street, or driveway. All other vehicles shall be parked in the garage and not on a regular basis in the street or driveway.

5.16 Joy Riding. Motor scooters, mini bikes or similar vehicles shall be operated for transportation only, and no joy riding shall be allowed on the streets or any Lot.

5.17 Motor Boats. Only paddle boats, canoes, and rowboats approved by the Association shall be permitted in the Common Area. No motor operated water craft of any kind shall be permitted in the Common Area.

5.18 Garage Doors. No garage doors shall be allowed to face on a street on which the Property fronts.

5.19 Association May Trim, Prune, Maintain, etc. Each Owner shall keep all Lots owned by him, 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 external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with an attractive appearance and good property management in relation to a quality residential neighborhood such as will exist in the Property. If, in the opinion of the Association, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to trim or prune any plantings and repair, maintain, repaint and restore the Lot or such improvements, and the cost thereof shall be a binding personal obligation of such Owner, and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

5.20 Trees. No tree having a diameter of three (3) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Association. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

5.21 Requirement to Plant Lawn and Trees, Shrubs, or Bushes. Within sixty days after occupancy of a residence on a Lot, the Owner thereof shall submit to the Architectural Committee a landscape plan for its approval, pursuant to the provisions of Article IX hereof, which plan shall include planting a lawn; the planting of at least fifteen (15) perennial shrubs or bushes; the planting of at least fifteen (15) Austrian pines at least four (4) feet in height; and the planting of at least eight (8) deciduous shade trees on such Lot. No Chinese or

Siberian elms and no Bermuda grass will be permitted on any Lot. Such landscaping will be installed forthwith upon approval unless installation is inappropriate by virtue of the season, in which case the landscaping will be installed not later than the next planting season following submission of the plan. In the event such landscaping is not so installed, the 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 such landscaping and collect from such Owner the cost thereof. The Association is hereby granted the right to enter upon such Lot for the purpose of performing said landscaping.

5.22 Split Lots. Without the prior written approval of the Architectural Committee, no Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise.

5.23 Sight Lines. No fence, wall, hedge, tree, 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.

5.24 Home Professions and Industries. No profession or home industry 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. No such profession or home industry shall be permitted, however, unless it is considered by the Association to be compatible with a high quality residential neighborhood. Nothing in these declarations shall preclude the erection and use of an office used by Declarant and Declarant's agents in connection with the sale of Lots included in the Property.

5.25 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.

5.26 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.

5.27 Construction. All construction on any Lot shall be conducted in a workmanlike manner and shall be prosecuted to completion with due diligence and without interruption.

5.28 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, or this Declaration shall be taken to govern and control.

## ARTICLE VI

### COVENANTS FOR MAINTENANCE

6.01 Maintenance Charge to be a Lien. 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 Architectural 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 (c) 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.

6.02 Maintenance Prior to Occupancy. In order to maintain a uniform appearance among undeveloped Lots, so long as no improvements are located or commenced on a Lot, Declarant and the Association reserve the right to enter upon and maintain such Lot at the Owner's expense. The Association's maintenance shall include seeding, mowing and watering lawns and cutting and pruning trees and shrubbery. The Association shall give ten (10) days' prior written notice to the Lot Owner of its election to maintain a Lot. The cost of such maintenance shall be a personal obligation of such Owner and may mature into a Lien in the manner provided for maintenance charges immediately above.

## ARTICLE VII

### ENFORCEMENT

7.01 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 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 Association's rights hereunder.

## ARTICLE VIII

THE ASSOCIATION8.01 Powers and Duties.

- (A) The Association shall be incorporated as a nonprofit corporation for a perpetual term under the laws of the State of Kansas, and shall have the rights and powers as set forth in its Articles of Incorporation and Bylaws, together with its general powers as a nonprofit corporation.
- (B) Declarant shall carry out all of the duties and powers herein designated to the Association until sixty-seven percent (67%) of the Lots herein shall have residences constructed thereon which are occupied, at which time management shall be turned over to the Association, which shall then exercise the powers and duties herein set out; provided, however, that Declarant may at Declarant's option at any earlier time turn the management over to the Association.
- (C) The Association shall own, maintain, improve, landscape, mow and keep clean the Common Area.
- (D) The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.
- (E) The Association shall have the right to create and establish reserves for the repair, restoration, or replacement of any improvement it has the duty to repair, restore or replace hereunder.
- (F) The Association, through its Board of Directors, shall have the right to adopt such Rules and Regulations as it may deem advisable for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.

8.02 Operations and Expenses. The affairs of the Association shall be managed by the Board, which may, by resolution, establish such committees as may be provided in its Bylaws or in this Declaration, or may engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the

discharge of its duties hereunder. The Board may delegate any portion of its authority to the foregoing. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business.

8.03 Enforcement. The Association may engage a management firm and turn over to such firm any duties required by its Articles of Incorporation and Bylaws and this Declaration. In addition to any and all other provisions concerning enforcement set forth herein, the Association shall have the right, as it deems appropriate, to enforce each and every provision of this Declaration, including the right to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

## ARTICLE IX

### ARCHITECTURAL CONTROL

9.01 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 and effect upon surrounding structures, topography and the overall community design of the Addition; (b) the character of the exterior materials; and (c) the quality of the exterior workmanship, by the Architectural Committee, its agents, assignees, or successors. In the event the Architectural Committee fails to approve or disapprove such design and location 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 Architectural 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.

9.02 Policy Guidelines. The Architectural Committee may, subject to the approval of the Declarant (or the Board if Declarant has relinquished Declarant's rights hereunder as

provided below), develop and promulgate policy guidelines for the application of the design review provisions in this Declaration. The policy guidelines shall include a statement of:

- a) Review procedures;
- b) Community design objectives; and
- c) Principles and criteria used in determining whether the plans and specifications submitted for review achieve and are consistent with the required community design objectives. The principles and criteria used for review may include a statement of residence size, garage size, surface materials and colors, roofing materials and slopes, driveway surfaces, fireplace treatments, landscaping arrangements, fence locations, setbacks and the like, which, although optional, are generally acceptable for achieving the community design objectives set out in the guidelines. Such rules and statements of policy may be amended or revoked by the Architectural Committee at any time and from time to time, and no inclusion in, omission from, or amendment of any such rules or statements shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Committee's uncontrolled discretion as to any such matter. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein, if such plans, specifications, features or elements are subsequently submitted for use in any other Lot or Lots. Similarly, nothing contained in this article or in the guidelines shall be deemed to prohibit the Architectural Committee from approving novel designs and materials when, in its uncontrolled discretion, the Architectural Committee deems such approval appropriate. The rules and statements of policy may be amended or revoked by the Architectural Committee at any time and from time to time, but no change of policy shall affect the finality of any approval granted prior to such change. Approval of any such plans and specifications relating to any Lot shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter, provided (i) that the structure or use as shown or described or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) that the plans and specifications as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the Lot in question.

9.03 Form of Plans and Specifications. Such plans and specifications submitted for review shall be in such form and shall contain such information as may be required by the Architectural Committee 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 setbacks) 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; and (b) a finished grade plan for the particular Lot or Lots.

#### 9.04 Retention of Approved Plans and Specifications.

Upon approval by the Architectural Committee 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.

#### 9.05 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 Architectural Committee 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 Architectural Committee any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

b) If, at the expiration of 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 Architectural Committee shall have the right, through their agents and employees, (i) to commence an appropriate judicial action to cause Owner to take reasonable steps toward removal or termination of the same, or (ii) to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof together with interest at the rate provided herein with respect to unpaid general assessments 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 Architectural Committee 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, shall be fully paid, the Association or the Architectural Committee 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, and (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.

9.06 Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, 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 Architectural Committee exercises any discretionary or interpretative powers.

9.07 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 Architectural Committee, 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.

9.08 No Liability. Neither the Architectural Committee, 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. Without limiting the generality of the foregoing, all owners hereby release and discharge the Architectural Committee, Declarant, the Association, and its officers, directors, members, agents and employees, from any and all liability, damage or loss arising by virtue of the approval by the Architectural Committee of plans and specifications inconsistent with the design objectives of the addition or the failure of the Architectural Committee to approve plans and specifications consistent with the design objectives of the addition. Any approval issued pursuant to this Article is for the sole benefit of the Association, and is limited to the criteria set out in paragraph 9.01 hereof. Any such approval is not intended to encompass and is not an approval of the structural integrity, safety or serviceability of any aspect of the proposed structure nor the compliance of the proposed structure with applicable construction codes.

9.09 Membership. The original members of the Architectural Committee shall be three persons to be appointed by Declarant. Upon the death or resignation of any member of the Architectural Committee, Declarant shall appoint a successor, unless at such time Declarant has relinquished Declarant's 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 committee shall be binding and the majority of the committee may designate a representative to act for it. Declarant shall retain Declarant's rights hereunder until the same are relinquished to the Association. Declarant may relinquish Declarant's rights or any portion thereof under

this paragraph to the Association by advising the Association in writing of Declarant's 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 X

### ADDITIONAL LAND

10.01 Additional Property May Be Annexed. Declarant may, from time to time, annex additional real property, including additional 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, Declarant's successors or assigns, may annex such additional real property in Declarant's absolute discretion, and the consent of the members shall not be required to exercise such option. 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) of the votes of the Members of the Association entitled to vote.

## ARTICLE XI

### POWER OF ASSIGNMENT AND DELEGATION

11.01 Rights of Declarant to Assign. Declarant shall have the right and power to assign and delegate to the Association, or to any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority contained in this Declaration.

## ARTICLE XII

### SEVERABILITY

12.01 Severability. Invalidity 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 XIII

#### AMENDMENT

13.01 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.

13.02 Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers management of the Property 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.

13.03 Amendment; Other. Amendments to this Declaration other than those provided for in this Article XIII 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 of Directors of the Association 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 (2/3) 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, Declarant has executed this agreement the day and year first above written.

Natalie Stephenson  
 NATALIE STEPHENSON, as Trustee  
 of the Kyle Martin Stephenson  
 Trust and the Linda Lucile  
 Stephenson Trust, both  
 established by Trust Agreement  
 dated July 1, 1974

STATE OF KANSAS )  
 ) ss:  
 SEDGWICK COUNTY )

This instrument was acknowledged before me on this 26<sup>th</sup>  
 day of October, 1990, by NATALIE STEPHENSON, as Trustee of  
 the Kyle Martin Stephenson Trust and the Linda Lucile Stephenson  
 Trust, both established by Trust Agreement dated July 1, 1974.



Joyce Marie Belcher  
 Notary Public

My appointment expires 1-3-93

STATE OF KANSAS ) ss  
 SEDGWICK COUNTY )  
 FILED FOR RECORD AT  
4:30 P M  
 Nov 19 1168962

PAT KETTLER  
 REGISTER OF DEEDS

Ed Resol  
Deputy