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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Mesa Verde

An Addition in Wichita, Sedgwick
County, Kansas

DESCRIBED AS:

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, Block A; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block B; Lots
1, 2, 3, 4, 5, 6 Block C; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block D

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PART OF MESA VERDE**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

MESA VERDE ADDITION

INTRODUCTION

This document governs important features of ownership and use of the property in the "Mesa Verde Addition" area. The goal is to assure a high quality, attractive residential neighborhood with desirable amenities and orderly administration of matters of common concern to all homeowners.

This document has important legal consequences. It contains provisions that are "covenants running with the land." Once you become an owner of a property in Mesa Verde Addition. They may be enforced against you and are for your benefit. They keep up the neighborhood appearance and atmosphere. Precise use of language helps with clarity and helps prevent disagreements before they arise. You should understand the definitions and refer to them often. For example, a "Residence" is one kind of "Structure," but a "Structure" can also be an outbuilding, a fence or other things on the land. There are also two "Design Committees" controlling aspects of Mesa Verde Addition, one of primary concern to the developer and the other of ongoing concern to residents.

Some of the covenants are rules for how homes are built as well as the appearance and use of homes, yards, parking and common areas, such as water features and open spaces.

The developer bought the land and spent significant money on plating, putting in streets and utilities and other improvements to make the lots ready for contractors to build homes. To protect this investment, the developer has retained the rights to control Mesa Verde addition while the lots are sold and homes are built and is exempt from certain obligations in this document. The developer has the right to approve new homes so they conform to the development vision.

Ultimately, the Mesa Verde Addition will be governed by an association of homeowners. The association will have limited approval authority over structures. It will keep up the common areas all owners can enjoy, will enforce proper land use and will collect the assessments necessary to pay for the common benefit of homeowners. As responsibility for the association is transferred from the developer, homeowners will be called on for more participation in governing the neighborhood.

This introduction is only a general explanation, not a legal contract. The text below this introduction controls the land and its use and governance.

ARTICLE ONE
DEFINITIONS

The definitions in this Article shall apply when the terms are used in this document:

- 1.1 The "Addition" shall mean real estate platted as: Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, Block A; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block B; Lots 1, 2, 3, 4, 5, 6 Block C; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block D all in Mesa Verde Addition, Wichita, Sedgwick County, Kansas.
- 1.2 "Association" shall mean Mesa Verde Addition Homeowners Association, a Kansas non-stock corporation.
- 1.3 "Board" shall mean the Board of Directors of the Association.
- 1.4 "Common Areas" shall mean Parcel One, Reserve A, Water Features, Reserve B and Reserve C.
- 1.5 "Declaration" shall mean this document, as it may be amended from time to time.
- 1.6 "Design Committees" shall mean the Architectural Committee and the Covenant Committee, as described in Article Five.
- 1.7 "Developer" shall mean CER, a Kansas corporation.
- 1.8 "Lot" shall mean a platted lot in the Association.
- 1.9 "Member" shall mean a person or entity having any legal or equitable ownership interest in a lot.
- 1.10 "Owner" shall mean all persons or entities collectively who have the legal or equitable ownership of a Lot. The term is used with respect to each Lot owned by the Owner. During such time as an installment purchase contract is in force, the contract purchaser shall be considered the Owner.
- 1.11 "Residence" shall mean a single-family residence, including an attached garage, constructed on a Lot.
- 1.12 "Structure" shall mean and include anything or device, the placement of which upon any Lot may affect the appearance or drainage of such Lot, including a Residence, gazebo, porch, shed, greenhouse, bathhouse, covered or uncovered patio, swimming pool, tennis court, clothesline, sandbox, electronic communication antenna, satellite dish, fence, wall, curb, paving, signboard or any other temporary or permanent improvement to such Lot. A Structure shall also include any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of surface water from, to or on any Lot, as governed by the master drainage and grading plan for the Association, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, to or on any Lot.
- 1.13 "Water Features" shall mean all catch basins, watercourses and drainage easements.
- 1.14 Certain Other Terms. The term "including" shall mean "including, but not limited to." The term "recording" or "record" means recording in the real estate records of the Register of Deeds of Sedgwick County, Kansas. To "seek injunctive relief" means to commence and prosecute an action in a court of appropriate jurisdiction for an injunction, a court order commanding or prohibiting a particular action.

ARTICLE TWO LEGAL EFFECT

- 2.1 Submission of Land. As owner of the Association, Developer hereby submits the Association to this Declaration. Developer declares that the Association shall be held, conveyed and encumbered by voluntary or involuntary liens subject to the covenants, conditions, restrictions and easements in this Declaration. The rights and obligations in this Declaration are declared to be for the benefit of all of the Association and all present and future owners.
- 2.2 Covenants Running with the Land. This Declaration shall be deemed a servitude which shall be both a benefit and a burden to the Association. The terms of this Declaration shall constitute a covenant running with the land.
- 2.3 Binding Effect. Each grantee of a Lot or any other part of the Association, including the Association, accepts it is subject to all of the terms of this Declaration and to the jurisdiction, rights and powers of the Association and the Developer provided by this Declaration.
- 2.4. Duration. The covenants, conditions and restrictions of this Declaration, as it may be amended, shall run with and be binding on the Association for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each, unless the Association repeals this Declaration in accordance with the provisions of this Declaration for its amendment.
- 2.5. Developer's Easements. After Developer conveys a Lot, Developer shall continue to have an easement on, over and across the Lot for access to other Lots, Common Areas or public streets to facilitate completion of construction of Structures and overall development of the Association. Developer's easement shall not entitle Developer to remove or interfere with any Structure built or being built on a Lot subject to the easement. Developer's easement shall expire on the completion of construction of Residences on all Lots in the Association.

ARTICLE THREE RESTRICTIONS ON USE, OCCUPANCY AND CONDUCT

- 3.1 Structures; Division of Lots; Utilities; Trucks and Fences. Without the prior written approval of the Association:
- a. No previously approved Structure shall be used for any purpose other than that for which it was originally designed, and no used or previously constructed residence or building of any kind shall be moved or placed, either in sections or as a whole, upon a Lot.
 - b. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.
 - c. No facilities, including poles and wires, for the transmission of electricity, telephone messages, radio and the like shall be placed or maintained above the surface of the ground on any Lot.
 - d. No truck of any kind, except for a pickup truck of 3/4 ton or less, trailer or similar vehicle shall be stored in and on any street, or in the open on any Lot.
 - e. All fences shall be iron fences. Chain link fencing is not allowed.
- 3.2 Parking. Each Lot shall have at least two off-street parking spaces, including driveway spaces.

3.3 Lawns and Trees. All lawns shall be sodded at the first available planting time after completion of a Residence thereon. The type of grass utilized shall be in accordance with standards adopted by the Association. No tree having a diameter of three inches or more, measured from a point two 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 wildlife in the Association. 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. 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.

3.4 Animals. No birds, reptiles, animals, fowl or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted in the Addition without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations regarding the type and number of animals that may be kept on any Lot and the control of animal noise and odor. Dogs and other animals shall be confined at all times to the residence site or inside a fence approved by the Association and must be kept on a leash when outside the residence site with the owner.

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

3.6 Temporary Buildings: Excavations. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on any Lot. No excavations shall be permitted except when necessary for construction of a residence or improvement and such construction is diligently completed.

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

3.8 Pipes. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, removing or storage of oil or other hydrocarbons, minerals, gravel or earth.

3.9 Garages. Garage doors which face on a street shall be kept closed at all times except for

purposes of entry, exit, or maintenance.

3.10 Sight Lines. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two and six 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 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 sightline restrictions shall apply to any Lot within ten feet from the intersection of a street, property line with the edge of a driveway or alley pavement. No tree or shrub 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.

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

3.12 Maintenance of Drainage Channels and Swales. Developer shall maintain, mow, and keep in good repair and condition any drainage channels and swales located on any Lot owned by such Owner, in accordance with the master drainage plan. Nothing shall be erected, installed or placed on any Lot that would interfere with or obstruct drainage.

3.13 Home Professions and Industries. No profession, business 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.

3.14 Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot except with 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.

3.15 L. Use. None of the Lots may be improved, used, or occupied for other than single family dwelling purposes. None of the Common Areas may be improved, used or occupied for other than the uses designated by the recorded plat of the Addition.

3.16 Set-Back Requirements. No Structure may be constructed or maintained on any Lot in violation of any setback lines shown on the recorded plat of the Addition.

3.17 Hazardous Wastes. No Owner may permit any hazardous waste or substance to be produced, stored, dumped, or generated in the Association.

3.18 Inoperable Vehicles. No inoperable vehicle shall be stored on any street or within sight of the street on any Lot. For purposes of this section, an inoperable vehicle shall mean any vehicle which has not been driven under its own propulsion or has not been moved for a period of one month or longer.

3.19 Developer's Exemption. Nothing contained in this Declaration will be construed to prevent the construction, installation, or maintenance by Developer of Structures or signs deemed necessary or convenient by Developer, in its sole discretion, for the development or sale of property within the Addition.

3.20 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 control.

ARTICLE FOUR MAINTENANCE

4.1. Maintenance of Lots. After conveyance from Developer, and after the process of construction of a Structure, the Association shall properly maintain the Lot, including watering and mowing of lawns in a manner and with such frequency as is consistent with good management of attractive property. Trees, shrubs and other plants are the responsibility of the Owner. Any which die shall be promptly removed from the Lot.

4.2. Maintenance of Structures. The Owner shall keep the Structures on the Lot in a state of good repair and shall properly maintain the exterior of all Structures in a manner and frequency consistent with good property management and an attractive residential neighborhood. No Owner shall change the exterior color of the Structures without first obtaining approval of the Association to the color change, which approval shall not be unreasonably withheld.

4.3. Maintenance by Association. In addition to the rights and responsibilities provided elsewhere in this Declaration, the Association shall clean, mow, dredge, control rodents, insects and other pests on, repair and otherwise maintain all Water Features and shall have easements across and over all Lots as necessary to discharge such responsibilities.

4.4. Irrigation. Owner shall have a sprinkler system installed which will adequately irrigate their yard upon completion of the initial Structure. The sprinkler system is designed to be connected to the main water line from Association's well which will provide water for irrigation.

ARTICLE FIVE COMMITTEE AUTHORITY

5.1. Committees. Two Design Committees shall have authority for the review, approval or disapproval of plans relating to the construction of Structures on each Lot. One committee shall be the Architectural Committee, which shall review, approve or disapprove all plans, specifications and other aspects of the construction of a Residence and related Structures first constructed on a Lot. The second committee, the Covenant Committee, shall review, approve or disapprove all plans, specifications and other aspects pertaining to fencing, outbuildings, landscaping, drainage on a Lot and compliance with this Declaration. The Covenant Committee shall also review, approve or disapprove all plans, specifications and other aspects of remodeling, damage repair and restoration of a Residence and related Structures, changes in landscaping and any additional new Structures to be constructed on a Lot. The

Covenant Committee shall also have authority to enforce use restrictions and maintenance obligations imposed by this Declaration.

5.2 Architectural Committee. There is hereby created an Architectural Committee. The members of the Committee shall be no more than three persons to be appointed by Developer. Upon the death or resignation of any member of the Committee, Developer may appoint a successor. If Developer does not do so within 30 days after the vacancy occurs, the Committee may designate a successor. The majority of the Committee shall determine Committee decisions. The Committee may designate a representative or agent to act for it. Developer shall retain its right to appoint members of the Committee until the right is relinquished to the Board, Developer may relinquish its right to the Board at any time by advising the Owners in writing of its intent to do so; after that notice, the Board shall have the authority to appoint the Committee. Developer shall fully relinquish its rights to appoint members of the Committee at such time as Developer shall cease to own any Lots in the Addition on which a Residence is to be constructed. After the Developer has relinquished its rights, the Board may appoint the entire Committee or may as a whole become the Committee.

5.3 Initial Construction of Residences. No Residence shall be constructed on any Lot unless the plans and specifications for the Residence shall have been submitted to and approved in writing by the Architectural Committee as to structural soundness, harmony of external design and location in relation to surrounding structures and topography. Plans and specifications 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) two complete sets of detailed plans showing the nature, kind, shape, height, materials, exterior color scheme and elevations of all sides, detailed specifications and a site plan of the Lot showing the location on the Lot (including front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Lot, and the number and location of all parking spaces and driveways on the Lot; and (b) a grading plan for the Lot showing the building pad elevation and the Lot corner elevations. The Architectural Committee may adopt and make available to prospective purchasers written guidelines for design and construction as an aid to determine whether approval might be withheld or granted. As to Residences not previously approved, the guidelines may be amended or repealed by the Architectural Committee. If the Architectural Committee fails to approve or disapprove a design and location within 30 days after the plans and specifications have been received by it, full approval will be deemed to have been granted. Upon approval by the Architectural Committee of plans and specifications, one approved copy shall be retained by it and one approved copy shall be returned to the applicant.

5.4 Covenant Committee. The Board shall appoint a Covenant Committee consisting of three persons. The members of the Covenant Committee may be persons other than a Member or an Owner and may include employees of Developer. Vacancies on the Covenant Committee shall be filled in accordance with the Bylaws of the Association. A majority of the Covenant Committee shall determine its decisions. The Covenant Committee may designate a representative or agent to act for it.

5.5 Other Structures. No other Structure shall be constructed or permitted to remain on any Lot, nor shall any exterior alteration to a Structure or alteration to a weight-bearing interior portion of a Structure be made, unless the plans and specifications for the Structure have been submitted to and approved in writing by the Covenant Committee as to structural soundness, harmony of external design and location in relation to surrounding structures and topography and conformity with this Declaration. Plans and specifications shall be in such form and shall contain such information as may be required by the Covenant Committee. The Covenant Committee may adopt and make available to prospective purchasers and Owners written guidelines for design and construction as an aid to

determine whether approval might be withheld or granted. As to Structures not previously approved, the guidelines may be amended or repealed by the Covenant Committee. If the Covenant Committee fails to approve or disapprove a design and location within 30 days after it receives the plans and specifications, approval will be deemed to have been granted. The Covenant Committee shall not have authority to approve a Structure that will violate the provisions of this Declaration.

5.6 Right of Inspection. Either Design Committee may at reasonable times enter upon and inspect any Lot or any Structure to ascertain whether the maintenance of the Lot and the maintenance, construction, or alteration of the Structures on the Lot comply with this Declaration. Neither a Design Committee, nor any agent for it, shall be deemed to have committed a trespass or other wrongful act by reason of the entry or inspection.

5.7 No Liability. Neither Design Committee, nor any of its members or agents, shall be liable to any Owner or to any other person or entity for any damages arising from any performance or nonperformance of any functions under this Article.

ARTICLE SIX COMMON AREAS

6.1 Ownership of Common Areas. Developer shall convey fee simple title to the Common Areas to the Association. Thereafter, the Association shall own and be responsible for the Common Areas, subject to easements and rights of enjoyment of the Owners in the Common Areas.

6.2 Easement in Common Areas. Developer dedicates to each Owner a non-exclusive easement and right of enjoyment in the Common Areas. Owners' easements shall not be personal but shall be appurtenant to the Lots, whether or not specifically set forth in deeds to the Lots.

6.3 Use of Common Areas. The Common Areas may be used for the benefit of the Owners as may be determined by the Association. Recreational facilities such as grills, fireplaces and playground equipment may be constructed in the Common Areas designated for recreation by the Association.

6.4 Developer's Reserved Rights in the Common Areas. Developer reserves easements and the right to grant easements within the Common Areas for the installation, repair, and maintenance of water mains, sewers, drainage courses, a lift station, public walkways, and other public utilities, provided that the utilities shall be installed in such manner as to minimize damage to the natural features of the Common Areas. Developer shall have the further right during the development of the Association or adjacent areas to alter and reconfigure the Common Areas to accommodate developmental concerns that may arise from time to time and to add to or delete land from the Common Areas, and the Association shall cooperate in such efforts, by conveyance without additional consideration or otherwise. For 20 years after the recording of this Declaration, Developer shall have additional easement rights upon, over and through all Common Areas to facilitate the correction of any drainage problems that may develop over time, including rights to grade earthen features, remove or move trees, shrubbery, lawns and ground cover, change curbs and take similar actions, provided that the Developer shall have no obligation to undertake such corrective activities.

6.5 Common Areas, Amenities, Improvements and Maintenance. Developer may install, pay for or finance the initial cost of construction or installing of signs, lights, fences, walls or drainage Structures in the Common Areas. Developer and the Association may install additional amenities or improvements as either elects from time to time. Developer reserves, and the Association shall have,

easements and rights of access across all Lots and upon the Common Areas for the construction, installation and maintenance of Common Area improvements and amenities. The Association shall be responsible for the maintenance of all Common Areas and Water Features.

6.6 Drainage. The City of Wichita has approved a drainage plan for the Association. All drainage easements and rights-of-way granted by the plat of the Association shall remain at grades established by the drainage plan and shall remain unobstructed to allow for the conveyance of storm water.

ARTICLE SEVEN THE ASSOCIATION

7.1 Membership. Every Member, including Developer as long as it owns a Lot, shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.

7.2 Classes of Voting Membership. The Association shall have two classes of voting membership:

7.2.1 Class A Membership. The Class A members shall be all Owners with the exception of Class B members. There shall be one vote attributable to each Lot owned by a Class A member. In the event of multiple ownership of a Lot, the vote allocated to that particular Lot shall be cast as the multiple owners shall determine among themselves. The Association shall not recognize fractional votes or votes attributable to a Lot that has been split. If two or more Lots have been combined as the site for one Residence, one vote shall be attributable to the combined Lots.

7.2.2 Class B Membership. Developer shall be the only Class B member and shall be entitled to three votes for each Lot and each platted lot in property annexed under Article Ten that Developer owns. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs first:

7.2.2.1 When the total number of votes of Class A members equals the total number of votes of the Class B member; or

7.2.2.2 When Developer shall voluntarily convert its Class B membership to a Class A membership. Votes may be cast in person or by proxy.

7.3 Administration. The administration of the Association shall be governed by Bylaws adopted by said Association.

7.4 Management Responsibilities. The Association shall be exclusively responsible for management, control, maintenance and repair of the Common Areas and Water Features and improvements thereon, including fertilizing, mowing, watering, trimming and replacement of lawns, shrubs, flowers, plantings and trees, payment of taxes and assessments, payment of liability and property insurance premiums, pest control and Water Feature operations, maintenance and improvements.

7.5 Promulgation of Regulations. The Association may make reasonable regulations governing the use of the Common Areas. The Association may also make reasonable regulations, consistent with this Declaration and a high-quality neighborhood, governing activities and property on Lots, including:

- 7.5.1 Size, location, materials, construction and appearance of Structures other than a Residence.
- 7.5.2 Location, construction, ground clearance and materials of fences.
- 7.5.3 Location and nature of ground cover, grass, trees, shrubbery, hedge and flowers.
- 7.5.4 On- or off-street parking and noise and emissions of vehicles.
- 7.5.5 Location, materials and appearance of mailboxes
- 7.5.6 Activities, including specific definitions of nuisances and occupations.
- 7.5.7 Animals, including breeds, location and activities.
- 7.5.8 Size, appearance, type and the manner of storage of refuse containers and arrangements for pickup and disposition of refuse.
- 7.5.9 Paint and other exterior care of Structures.
- 7.5.10 Exterior decorations for Christmas and other public and religious holidays.
- 7.5.11 The rules and regulations shall be binding upon all Owners and residents in the Property.

7.6 Common Trash Service. The Association requires all Owners to use one single refuse removal contractor to assure service on specific days with a minimum number of trucks and to enhance the ambience of the neighborhood, preserve the streets and obtain favorable pricing.

7.7 Electrical Retail Wheeling. If in the future it becomes possible to do so, then either the Developer or the Association may contract with an electrical supplier to supply electricity to all Lots and the Common Areas. If such a contractual arrangement requires all residences to solely utilize electricity supplied from the supplier for the duration of the contract, then each Owner shall comply with the contract. If the electrical supplier, as part of its supply contract, pays the Developer or the Association any funds, then the Developer and the Association, as applicable, shall be entitled to reimbursement of any deposits or payments paid by Developer to permit or arrange for electrical services to the Property. Any excess funds shall be remitted to or retained by the Association.

7.8 Insurance. The Association may maintain insurance coverage, including hazard, fidelity bond, directors' and officers' liability, and public liability insurance in such amounts and with such coverage as shall be required by the Board.

7.9 Operations and Expenses. The Association shall appoint a Covenant Committee, may establish such other committees as the Board deems useful, and may engage a manager, secretaries, engineers, property managers, auditors, accountants, legal counsel and other employees or consultants as may be reasonably necessary for the discharge of its duties. The expenses of committees and the compensation and expenses of managers and other employees and consultants shall be established and paid for by the Association.

7.10 Delegated Power. From time to time, Developer may delegate certain of its powers under this Declaration to the Association and may withdraw the delegation. During such time as is delegated by the Developer, the Association shall have the right to fully exercise the Developer's powers delegated to it. The delegation shall be either in writing before exercise of the delegated powers or ratified thereafter.

ARTICLE EIGHT ASSESSMENTS AND LIENS

8.1 Determination of Assessments. Each year before November 1, the Board of Directors shall determine the total amount of funds necessary to discharge its responsibilities and

authorized activities for the next year. This sum so determined shall be divided by the total number of Lots subject to assessment, and each such Lot shall be assessed an equal amount.

8.2 Use of Assessments. The assessments shall be used to discharge the responsibilities of the Association, to pay indebtedness for installing and constructing Common Area amenities, to pay expenses authorized elsewhere in this Declaration, and as the Board shall determine advisable for the following purposes: improving and maintaining the Common Areas and other property of the Association; planting trees and shrubbery and the care thereof; proper operation and maintenance of any recreational facilities located within the Common Areas; collecting and disposing of refuse; security; caring for vacant property; removing grass or weeds; street cleaning; street lights, street signs, and snow removal; constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of the Association; taxes and special assessments; insurance premiums; property management; Association administration including accounting and legal services; expenses incidental to the enforcement of restrictions; operating expenses of the Association; accumulating a reserve fund; any other action for the general welfare of the Owners; and any other purpose for which the Association is incorporated.

8.3 Personal Obligation for Assessments. By the acceptance of title to any Lot, the Owner (not including thereby a mortgagee as long as it is not the Owner) shall have personally agreed to pay to the Association all assessments which were due and unpaid to the time of acquiring title and all assessments thereafter falling due during his ownership thereof. The Association shall promptly after request issue a certificate of the status of assessments, binding upon the Association, to any Owner or prospective purchaser who may be liable for assessments.

8.4 Delinquent Assessments. Assessments unpaid 30 days after they are billed to the Owner shall thereafter be subject to a \$20 late fee and interest at the rate of 15 percent per year or the highest rate allowed by applicable law, whichever is lower. If the Association engages the services of an attorney or a collection agency, the Owner shall also pay the compensation and expenses of the attorney and agency.

8.5 Lien for Delinquent Assessments. All assessments on a Lot, together with interest and collection expenses as provided in this Article, shall be a lien on the Lot from the time the Association records a Notice of Nonpayment. The Association may record the Notice within one year after the due date of the assessment. The Notice of Nonpayment shall state: (a) the legal description of the Lot upon which the lien is asserted, (b) the name(s) of the Owner(s) of the Lot, (c) the due date, and (d) the amount of the unpaid assessment and other charges included in the lien. It shall be acknowledged by an officer of the Association. The lien evidenced by the recorded Notice shall be superior to all other charges, liens or encumbrances which may thereafter arise or be imposed upon the Lot in any manner, except only such liens for taxes and other public charges as are made superior by applicable law. The lien may be foreclosed by the Association in the same manner as a mortgage lien upon the Lot, provided the foreclosure action is commenced within fifteen years after the Notice is recorded. If the assessment is not paid within fifteen years after the Notice is recorded, the Association may record an additional Notice of Nonpayment, may continue to record Notices of Nonpayment for additional fifteen-year time periods and may combine unpaid assessments for separate years in a single Notice of Nonpayment, so the Association might thereby preserve its lien rights until full payment of all assessments. The lien shall expire unless an additional Notice of Nonpayment is timely filed or an action to foreclose it is timely commenced.

8.6 Extinguishment of Assessment Lien. The sale of any Lot pursuant to a decree of foreclosure of a first mortgage, or any transfer to the holder of a first mortgage in lieu of

foreclosure, shall extinguish the lien of any assessments due prior to the date of such sale or transfer.

8.7 First Assessment Year. The first assessment year shall commence on January 1, 2025. The annual assessment for the first assessment year shall be **\$441** per Lot.

8.8 Maximum Annual Increase and Pro Rata Payment. The Board may fix the annual assessment at an amount not more than the maximum provided for in this Section. Increases in the annual assessment shall be subject to the following provisions:

8.8.1 From January 1 of the year immediately following the first assessment year, the annual assessment may be increased each year not more than 20% above the assessment for the previous year without a vote of the Members.

8.8.2 From January 1 of the year immediately following the first assessment year, the annual assessment may be increased by more than 20% above the assessment for the previous year by a vote of the Members who are voting in person or by proxy, at a meeting called for this purpose.

8.8.3 Any Lot acquired from Developer after commencement of the first assessment year shall be subject to the pro rata payment of the assessment for the current assessment year.

8.9 Transaction Assessments. At the time of acquisition of a Lot from a party exempt under Section 8.12, the Owner shall pay the Association a one-time nonrefundable working capital assessment of \$100. Upon each subsequent conveyance of the Lot, at the time of closing of the conveyance, the new Owner shall pay the Association a transfer assessment of \$100.

8.10 Special Assessments. In addition to general assessments and transaction assessments, the Association may, from time to time, by 2/3 vote of the Members present in person or by proxy 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 to provide additional funds to carry out its duties. The Association shall also have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner to the Association for any breach by the Owner of any provision of this Declaration, which breach shall result in an expenditure by the Association for repair or remedy. Special assessments shall be payable in full on the first day of the second calendar month after the assessment is established, unless a schedule for payment in installments is specified by the Association.

8.11 Developer Exemption. Developer and any licensed general contractor to which Developer has conveyed a Lot on which the general contractor is to construct a Residence and offer it for sale are exempted from the payment of assessments.

ARTICLE NINE ENFORCEMENT RIGHTS

9.1. Enforcement by Owners. Any Owner may enforce the restrictions on use, occupancy and conduct in Article Three and the maintenance obligations in Article Four, provided that the Owner seeking to do so shall first submit a written report to the Association specifying the violation and requesting the Association to enforce this Declaration. If the Association does not take effective

action within 60 days after receipt of the report, the Owner may then seek injunctive relief or damages for the violation has caused to the complaining Owner.

9.2. Enforcement by Developer. The Developer shall have the right to enforce covenants pertaining to initial construction of Residences in Section 5.3 by direct court action for injunctive relief and for damages to Developer. Developer shall also have rights as an Owner to enforce Articles Three and Four. By means of its Class B membership in the Association, the Developer may indirectly have enforcement rights through the Association.

9.3. Enforcement by the Association. The Association shall have the general right to enforce all of this Declaration, including the following specific rights:

a. With respect to Article Three restrictions on use, occupancy and conduct, the Association may take any one or more of the following actions:

- i. The Association may deny voting rights to the offending Owner.
- ii. The Association may deny the rights of the offending Owner or the Owner's guests to use the Common Areas.
- iii. After 15 days' written notice to cure a default, the Association may take such action as will be necessary to terminate the offending use, occupancy or conduct, including the right to enter upon the Lot where the violation occurs and remove property. The cost of cure shall be a personal obligation of the defaulting Owner. To secure payment of the cost, the Association may record a Notice of Nonpayment as provided by this Declaration.
- iv. The Association may seek injunctive relief.

b. With respect to Article Four, covenants of maintenance, the Association may take any one or more of the following actions:

- i. The Association may deny voting rights to the offending Owner.
- ii. The Association may deny the rights of the offending Owner or the Owner's guests to use the Common Areas.
- iii. After 15 days' written notice to remedy a default, the Association may perform the maintenance responsibility of the defaulting Owner, including the right to enter upon the Lot, to trim, prune and remove or alter a Structure. The cost of the maintenance shall be a personal obligation of the defaulting Owner. To secure payment of the cost, the Association may record a Notice of Nonpayment as provided by this Declaration.
- iv. The Association may seek injunctive relief.

c. With respect to violations of Section 5.5, covenants pertaining to other Structures the Association may take any one or more of the following actions:

- i. The Association may deny voting rights to the offending Owner.

ii. The Association may deny the rights of the offending Owner or the Owner's guests to use the Common Areas.

iii. If within 15 days after a Covenant Committee notice of such a violation, the Owner of the Lot upon which the violation exists shall not have cured the violation, the Association may enter upon the Lot and to take such steps as may be necessary to extinguish the violation. The cost of cure shall be a personal obligation of the Owner. To secure payment of the cost, the Association may record a Notice of Nonpayment as provided by this Declaration.

iv. The Association may seek injunctive relief.

d. With respect to violations of the Association's rules and regulations governing the use of the Common Areas, the Association may take any one or more of the following actions:

i. The Association may deny voting rights to the offending Owner.

ii. The Association may deny the rights of the offending Owner or the Owner's guests to use the Common Areas.

iii. The Association may seek injunctive relief or damages to the Association as the owner of the Common Areas.

e. With respect to nonpayment of assessments under Article Eight, the Association shall have the right to collect the debt as a personal obligation of the Owner and to record and foreclose liens for unpaid assessments, as set forth in Article Eight. By the acceptance of title, each Owner shall vest in the Association the right in its own name to prosecute all legal proceedings which may in the opinion of the Association be advisable for the collection of assessments.

9.4 No Waiver. The failure of any person or entity to enforce any provision of this Declaration shall not constitute a waiver of the right to do so. No waiver of any provision of this Declaration as to a Structure, use or activity shall constitute a waiver of any other structure, use or activity.

ARTICLE TEN ADDITIONAL PROPERTY AND DELETED PROPERTY

10.1 Additional Property. From time to time during the 20-year period following the recording of this Declaration, Developer may annex additional real property, including additional Common Areas, into the Association, and thereby subject the same to the terms of this Declaration (as modified specifically by the document annexing such additional real property), by executing and recording an instrument expressly stating the intention to so annex and describing the additional property to be annexed. Addition of land to the Association shall have the effect of increasing the number of Lots owned by the Developer for all purposes, including voting rights and amendment rights, and may reconvert Developer's Class A membership to Class B.

10.2 Deleted Property. Developer may delete one or more Lots owned by Developer from application of this Declaration, provided that all Lots abutting such deleted Lot are owned by Developer at that time. In that event, the deletion of the Lots shall have the effect of decreasing the number of Lots owned by the Developer for all purposes, including voting rights and amendment rights, and may convert Developer's Class B membership to Class A.

ARTICLE ELEVEN AMENDMENTS

11.1 Amendments by Developer. Amendments to this Declaration may be made by Developer so long as Developer retains ownership of at least one-half of the Lots within the Property. Developer's Amendments shall become effective upon recording of an amendment to this Declaration.

11.2 Amendments by Association. The Association may amend this Declaration by action in compliance with its Bylaws under the following procedure:

- a. Resolution. A resolution adopting an amendment may be proposed by the Board or Developer at any meeting of the Board.
- b. Notice. A copy of the resolution adopting the proposed amendment shall be sent to the Members with notice of a regular or special meeting of the Association at which the proposed amendment shall be considered.
- c. Approval. The proposed amendment must be adopted by the following percentage of votes of the Owners in attendance at the meeting in person or by proxy:
 - i. A majority of votes to make administrative changes or prohibit or restrict uses of individual Lots that threaten to harm or unreasonably interfere with the reasonable use and enjoyment of other Lots or the Common Areas.
 - ii. Unanimous vote to prohibit or materially restrict the use or occupancy of, or behavior within a particular Lot, other than uses that threaten to harm or unreasonably interfere with the reasonable use and enjoyment of other Lots or the Common Areas, or to change the basis for allocating voting rights, or to change the basis for assessments.
 - iii. Two-thirds of votes for all other amendments, including amendments that do not apply uniformly to all Lots, or amendments that would otherwise violate the Association's duties of care, prudence, fairness and reasonableness to the Members; approval by any specific Owner of such an amendment, even an Owner whose interests would be adversely affected, shall not be required.
- d. Recording. The Secretary of the Association shall record a certificate stating the amendment in full and certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes required by this Declaration to approve the amendment was obtained.
- e. Notice to Owners. A copy of the recorded certificate shall be furnished to each Owner with the next dues statement or regular mailing to Members following its recording.

11.3 Exemptions from Amendments. The following shall be exempt from amendments:

- a. Mortgage Holders. No amendment materially impairing the rights of any first priority mortgagee made in good faith and for value shall be binding on the holder of the mortgage

unless consented to in writing by the holder of the mortgage.

b. Developer. So long as the Developer owns one Lot, any amendment by the Association shall require the written approval of the Developer endorsed on the Secretary's certificate before recording.

ARTICLE TWELVE MISCELLANEOUS

12.1 Construction and Validity. All of the provisions of this Declaration shall be construed together, but if it shall be held that any one or more of the provisions are invalid or for any reason become unenforceable, no other provision shall be impaired, and *this* Declaration shall be enforced without the provision so held. If a particular use or Structure is governed by one or more of the plat of the Addition, applicable zoning regulations or this Declaration, and one or more of them are in conflict, the most restrictive of them shall apply. The provisions of this Declaration shall control over any conflicting provisions of the Association's articles of incorporation or bylaws.

12.2 Waiver and Exceptions. No omission by the Association, Developer or any Owner to enforce any of the provisions of this Declaration shall be deemed a waiver of the right to do so thereafter or to enforce any other provisions of this Declaration.

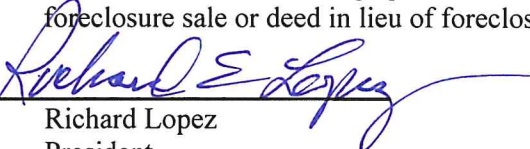
12.3 Number and Gender. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

12.4 Successors in Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority of its predecessor, whether by appointment or otherwise. In particular, the Developer may convey or otherwise transfer Lots to another entity in the business of residential real estate development; all such developers collectively shall have the rights and exemptions of the Developer, in promotion to their ownership of Lots in development for sale to owner-occupiers. The Developer may convey or otherwise transfer Lots to licensed general contractors to build residences on the Lots; such contractors shall enjoy the exemptions and easement rights of the Developer.

12.5 Exclusion of Applicability. The Developer shall have the power at any time to waive any of the restrictions or covenants contained herein as to the Lots which *are* unimproved and under its ownership or the ownership of its assignees or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Property, so long as it owns a Lot, including maintaining sales offices, model homes, business offices and other facilities convenient for the business of Developer.

12.6 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement of any lien provisions, shall defeat or render invalid the lien of any first priority mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is delivered through foreclosure sale or deed in lieu of foreclosure.

By:

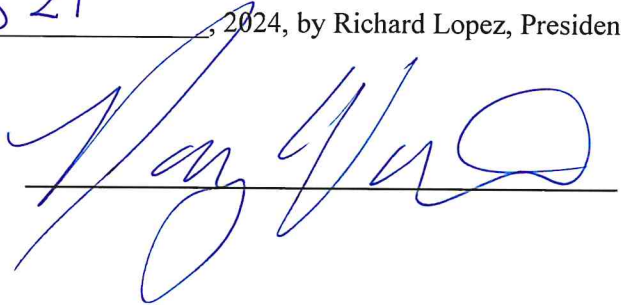

Richard Lopez
President

Acknowledgments

STATE OF KANSAS, SEDGWICK COUNTY:

The foregoing document was executed this Feb 21, 2024, by Richard Lopez, President
of CER Corporation

My appointment expires: Nov 21, 2025
Notary Public

A large, stylized handwritten signature in blue ink, likely belonging to Richard Lopez, is written over a horizontal line.