



Sedgwick County
Register of Deeds - Bill Meek
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Authorized By 

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RESTATED DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL BY THESE PRESENTS:

The undersigned, EED, LLC, is the successor of JDG, LLC which was the Declarant of certain Restrictive Covenants imposed on property legally described as:

“FINAL P.U.D.---FIRST PHASE, EQUESTRIAN ESTATES ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS (the ‘Subdivision’)”

The original Restrictive Covenants were recorded in the office of the Register of Deeds of Sedgwick County, Kansas on April 29, 2002 on Film 2433, Page 1450 as Document 2081113, and were subsequently amended by Declarant by recording Amendments on August 15, 2002 on Film 2509, Page 1050 as Document 2113125 in the office of the Register of Deeds of Sedgwick County, Kansas (as amended, the “Original Restrictive Covenants”).

As successor of JDG, LLC, the undersigned is Declarant within the meaning of the Original Restrictive Covenants, and has the right to further amend and restate the Original Restrictive Covenants and to limit the application thereof to property commonly referred to as Phase I and Phase II of the Equestrian Estates, legally described as follows:

A tract of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 East of the Sixth Principal Meridian in Sedgwick County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 35-T27S-R2E, thence S 00°02'17" E along the East line of said Northwest Quarter for 60.00 feet to the Northeast corner of Reserve C as platted in Equestrian Estates Addition to Wichita, Sedgwick County, Kansas and the point of beginning, thence S 89°36'25" W parallel with the North line of said Northwest Quarter for 1417.39 feet to the Northwest corner of Reserve A in said Equestrian Estates Addition, thence S 00°16'37" W along the West line of Reserve A for 1493.53 feet to the North line of Stampede, thence Southeast along the North line of Stampede on a curve lying North of a chord bearing S78° 42' 41" E, said curve having a radius of 449.50 feet for an arc length of 112.28 feet to a point of tangency, thence S 71°32'12" E for 37.00 feet to a point, thence S 18° 27' 48" W for a distance of 88.74 feet to a point, thence, S 00° 25' 53" E for 297.75 feet to a point, thence, S 22° 28' 35" W for 450.29 feet to a point, thence S 15° 12' 28" E for 280.97 feet to a point on the South line of said Northwest Quarter, thence N

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89° 39' 05" E for 82.16 feet to the South Sixteenth corner of said Northwest Quarter, thence N 89° 39' 47" E for 1323.27 feet to the Southeast corner of said Northwest Quarter, thence N 00° 02' 17" W for 2597.78 feet to the point of beginning. ALSO INCLUDING, Reserve F and Reserve G, as platted in Equestrian Estates Addition.

Attached hereto as Exhibit A is a graphic representation of Property.

The undersigned does hereby amend and restate the Original Restrictive Covenants, does hereby limit the application of the restated restrictive covenants to the "Property," and does hereby release and discharge all other property from the restrictions of the Original Restrictive Covenants. The undersigned hereby imposes the following restated restrictions and covenants upon the Property for the purpose of protecting the value and desirability of the Property, and they shall be filed for record in the office of the Register of Deeds of Sedgwick County, Kansas, and said real property shall be conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth in these restated covenants. These restated covenants shall be binding upon all parties having any right, title, estate or interest in the Property or any Lot, reserve, common area, or other parcel therein, and their heirs, successors and assigns, and shall inure to the benefit of each owner of a Lot in the Property.

ARTICLE I

Definition of terms

Section 1.01. "Lot" shall be defined as a tract of ground depicted on the recorded plat of Equestrian Estates Subdivision as described by Lot and Block number. Provided, however, in the event any two or more Lots, or portions thereof, are combined into a single building site, each such Lot shall be considered individually for purposes of membership and voting rights in the Association as hereinafter defined. Provided further, in the event any two or more Lots, or portions thereof, are combined into a single building site, each Lot or portion of a Lot so combined shall be assessed as provided herein and in the By-Laws of the Association on a per Lot basis or a fractional portion thereof.

Section 1.02. "Residential building site" or "building site" shall mean any Lot or two or more contiguous Lots or portions thereof, upon which a detached single family dwelling, with appurtenances, is to be constructed or has been constructed.

Section 1.03. (a) "Detached single-family dwelling" or "single-family dwelling" shall mean a building and appurtenant structures thereto erected and maintained in conformance with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, apartment house, multiple family dwelling, ground home, mobile home or any type of dwelling constructed off-site even though intended for residential purposes.

(b) The term "dwelling" shall mean "detached single-family dwelling".

Section 1.04. "Out building" shall mean any enclosed, covered structure not directly attached to a dwelling to which it is appurtenant.

Section 1.05. "Improvements" shall mean and include dwellings as herein defined, out buildings, fences, walls, swimming pools, tennis courts, and other usual appurtenances now common to dwelling usage.

Section 1.06. "Front building set-back line or lines" shall mean the minimum distance that a dwelling must be set back from the front line of the Lot as shown on the recorded plat of Equestrian Estates and the text contained thereon.

Section 1.07. "Side building site line" shall mean the boundary or property line dividing two adjoining building sites.

Section 1.08. "Rear building set-back line" shall mean the minimum distance from which a dwelling must be set back from the back line of the Lot.

Section 1.09. "Common Area" and "Common Areas" are those areas to be conveyed, or already conveyed, free and clear of all encumbrances and liens (except current ad valorem taxes, special assessments and dedicated easements), by Declarant, to the Association, for the common use and benefit of all members of the Association.

ARTICLE II

Homeowners Association

Section 2.01. Homeowners Association. Declarant has caused to be formed a not-for-profit corporation under the laws of the State of Kansas which shall have perpetual existence. Said corporation has been formed under the name of "Equestrian Estates Homeowners Association, Inc." (the "Association").

Section 2.02. Membership. All owners of Lots in the Property shall be members of the Association. "Member" is defined as any person, persons or entity owning a Lot, in the Property, in fee simple, but excluding any owner who has sold a Lot under an escrow contract, in which event, the contract purchaser shall be considered as the Member.

Section 2.03. Voting Rights. The voting rights, and all other rights, duties and obligations, including the obligation to pay assessments made by the Association, shall be as set forth herein or in the By Laws of the Association. Any prospective purchaser of a Lot in the Property shall be entitled to obtain from the Secretary of the Association a properly certified copy of the then current By Laws of the Association.

Section 2.04. Initial Operation. The operation of the Association shall be as determined herein and in the By Laws of the Association.

ARTICLE III

Common Areas

Section 3.01. Dedication. Declarant hereby dedicates to each Member of the Association an easement and right to enjoy the common areas, and legal title, although vested

in the Association, shall be subject to such easement and right. Such easement shall not be personal, but shall be appurtenant to each Lot, whether specifically conveyed by deed to the Lot or not.

Section 3.02. The common areas may be used by Members of the Association and their tenants for recreational or other uses subject to reasonable rules and regulations promulgated by the Association for the use and maintenance of the common areas, which rules and regulations shall be made a part of the records of the Association and available to all Members of the Association at all reasonable times. The Association may construct recreational facilities, including, but not limited to, grills, fireplaces, horse jumps, riding trails, walking paths and playground equipment and similar items for the use of the Members. Use of the common areas may be restricted or disallowed to any Member, or tenant of a Member of the Association, members of their families and guests, if such Member is in default of payment of Association assessments or any other violation of these covenants.

Section 3.03. Reservation of Rights in the Common Areas. Notwithstanding anything herein to the contrary, the Association hereby reserves the right to grant easements for the installation and maintenance of public utilities or public rights-of-way within the common areas. The Association shall have the right to mortgage any part or parts of the common areas in furtherance of its purposes and shall have the right to provide for the payment of the underlying debt securing the mortgage as provided herein or in the By Laws of the Association.

Section 3.04. Privacy Wall and Beautification. The Association may construct improvements on Reserves and may install landscaping and sprinkler systems thereon. In the event such monuments, landscaping or sprinkler systems are installed by the Association, the future maintenance, repair and replacement thereof shall be the responsibility of the Association.

Section 3.05. Rights of Governmental Authorities. The common areas, as hereinabove defined, are to be conveyed to the Association, which shall be responsible for the upkeep and maintenance thereof. Provided, however, until such time that the common areas are conveyed to the Association, Declarant shall be responsible for such upkeep and maintenance. In the event Declarant, the Association, or its successors and assigns, shall fail to maintain the common areas or fulfill any of its obligations relative to the common areas, the appropriate governmental authority may serve written notice upon the Association, or its successor and assigns, setting forth with particularity the manner in which it has failed to fulfill its obligations. In the event that said obligations are not fulfilled within the time specified in the notice, the said governmental authority may enter upon the common areas and perform the obligations listed in the notice. Any and all costs incurred by the governmental authority may be assessed against the Lots in the addition the same as special assessments and the same will thereon become liens upon the Lots. Should Declarant or the Association, its successors and assigns, disagree with the governmental authority, it shall, within a twenty (20) day period to be prescribed in the notice, request a hearing before the appropriate governmental authority to appeal the delinquencies set forth in the notice. Any further action by the governmental authority shall be suspended pending the final outcome of the appeal.

ARTICLE IV

General Covenants and Restrictions

Section 4.01. No trailer house or mobile home may be parked or used for living quarters anywhere in the Property.

Section 4.02. No garage or basement may be converted into apartments or rental living quarters.

Section 4.03. No previously constructed building, including modular homes, manufactured homes, pre-fabricated homes or other type of dwelling or out building may be moved onto a building site.

Section 4.04. No building, structure or other improvements shall be located on any Lot nearer to the front street building set-back line shown on the recorded plat; in any event, no building shall be located on any Lot nearer than twenty-five feet (25') to the front street building set-back line, and no building, structure or other improvements shall be located nearer than twenty-five feet (25') from the rear Lot line. Provided, however, such rear yard setback shall not apply to in ground swimming pools, tennis courts, paddle ball courts, or similar sports surfaces constructed at ground level. No dwelling shall be constructed closer than six feet (6') to side building site line, provided however, for the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a dwelling and further provided, this shall not be construed to permit any portion of a building on a building site to encroach upon another building site. There shall be in any event, a minimum distance of twelve feet (12') between dwellings regardless of the size of the building site or of the minimum side yard setback lines otherwise contained herein. All buildings, structures or other improvements located on any corner Lot shall be set back a minimum of fifteen feet (15') from the side street on which it is located. No lighting equipment in the setback areas shall be permitted unless the same shall be approved by the Architectural Control Committee.

Section 4.05. No livestock, chickens, fowl or other animals except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling constructed upon any building site. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Board of Directors of the Association (the "Board"). The Board 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, if applicable, and the owners shall strictly comply therewith. Dogs, cats and other pets or animals shall be confined at all times to the residence site and must be kept on a leash when outside the Lot. No dogs or other animals shall be continually or regularly staked or chained on any Lot. All domestic pets must be property immunized as required by applicable ordinances, codes and laws. Members must control emitted noises (e.g. barking, howling, etc.) or making other noises at any time which the Board determines are annoying or a nuisance to neighbors or those using the common area. Among other remedies available to the Board, it may fine the Owners with regard to animals which are determined by the Board to be an annoyance or nuisance. No dog runs shall be allowed on any Lot without the prior approval from the Architectural

Control Committee (ACC), and in no event shall such dog run be visible from the street.

Section 4.06. No fence, masonry wall, berm, hedge or mass planting shall be permitted to extend beyond the minimum front or side street building set-back lines established herein, nor shall any change of grade of any Lot be permitted which will materially affect the flow of storm water to any drainage easement or street.

Section 4.07. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided however, permission is hereby granted for the erection and maintenance of not more than one sign on each building site, which sign board shall not be more than six (6) square feet in size, and which may be used for the sole and exclusive purpose of advertising for sale or lease the building site or improvements to the site. Political sign boards of not more than six (6) square feet in size shall also be permitted during the time period of 45 days prior to and 7 days following the relevant election.

Section 4.08. None of the property subject to these restrictions shall be used for or in connection with the exploration for or production of petroleum products, gas, oil or other minerals.

Section 4.09. Easements for the construction and maintenance of public utilities to serve all building sites in the Property are reserved as shown on the recorded P.U.D. of Equestrian Estates Subdivision to Sedgwick County, Kansas.

Section 4.10. It is hereby provided that no retail (including mini-storage units), wholesale, manufacturing or repair business of any kind nor so-called home occupations nor any other business or profession shall be maintained, practiced or permitted on any building site or in any dwelling or appurtenant structure erected thereon or therein nor in any other out building, even though it does not include the employment of any additional persons in the performance of such business, trade or profession. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or in any dwelling or appurtenant structure or out building erected thereon. Provided the developer or licensed builders may construct a model home or homes.

Section 4.11. All residences or structures must be constructed by a contractor licensed by the City of Wichita, Kansas.

Section 4.12. No recreational vehicles, trailers of any type, campers, boats, buses, semi tractors or trailers, or any item deemed offensive or unsightly by the Board, in its sole discretion, may be stored or frequently parked in and on any street, the common area, or in the open on any Lot or driveway. Unless permitted by rules and regulations enacted by the Board from time to time, no boat, raft, canoe or similar craft shall be stored upon any body of water within the common area.

Section 4.13. All antennas, either radio or television, must be located in the attic portion of a dwelling or roof area and cannot be visible from the street. All satellite dishes must be placed in the most inconspicuous location that is still functional. No window shall contain any

reflective material such as aluminum foil.

Section 4.14. All perimeter fences shall be black wrought iron style only. Interior fences must be lower in height than perimeter fence, cannot be solid screen, and must be constructed of wood, metal or masonry. All fencing must be approved by the ACC prior to installation.

Section 4.15. No permanent outside clotheslines are permitted in the Property, nor shall any clothing or other household fabrics be hung in the open on any building site.

Section 4.16. Each dwelling must have a minimum of one garage that will hold at least two cars, and the doors to the same must remain closed at all times except when the garage is in use by a dwelling resident. Each dwelling shall provide for four (4) off street parking spaces, which shall include garages and driveway. No parking shall be permitted in the front, side or backyards on any building site. No carports of any type are allowed. All vehicles shall be parked in the garage, to the extent space is available; but in no event shall vehicles be routinely parked in or on the street or Lot. Vehicles parked in the driveway shall be parked in such a manner as to not obstruct the sidewalk.

Section 4.17. All trash or recycling containers shall be stored in the garage or in an ACC approved outside location out of sight from the street and adjacent and surrounding Lots, except when placed at the curb no sooner than the evening before the scheduled pickup date and put back no later than the evening of the scheduled pickup.

Section 4.18. Within six months of the completion of construction of a dwelling upon any building site, the front, side and back yards of the building site shall be sodded or seeded. No invasive grass species, e.g., Buffalo, Zoysia or Bermuda grass lawn shall be permitted; provided, Buffalo or native grass shall be permitted in the floodplain areas which are maintained in a natural state and condition and provided further that the Board may permit such grass species as appropriate under then prevailing conditions. Further there must be planted upon each building site at least four (4) trees which shall be of a minimum height of 12 feet or three (3) inches in diameter at the time of planting. If a Lot is purchased with no plans to build on that Lot, the Lot must still meet the sodded or seeded and minimum of four tree requirements.

Section 4.19. All dwellings constructed in the Property must have an Architectural-style composition roof or better or meet such other standards as the Board may from time to time determine to be appropriate. No wood shake or three-tab shingles will be allowed. All roof material and color must be approved by the ACC prior to installation.

Section 4.20. No dwelling shall be erected or placed on any building site having an area of less than 9,000 square feet.

Section 4.21. Every owner of a building site in the Property shall keep and maintain the site and all improvements thereon in good repair and shall do all things necessary, and with such frequency as may be appropriate, as is consistent with good property management practices. This shall include painting as appropriate, maintenance of all plantings, including trimming as appropriate, concrete drives, yard mowing and generally anything necessary to maintain the property in first class condition. The duty to maintain a building site shall be required whether or

not such site is improved. All vegetable gardens shall be in the back yards only. Vegetable gardens cannot take up more than 20% of the back yard. Lawns shall be mowed on a regular basis at an appropriate height so as to maintain a neat appearance. No lumber, metal scrap, refuse or other trash shall be stored or accumulated on any Lot or on the common area, provided, however, construction materials may be stored on any Lot during the period of construction of improvements on the Lot, but any surplus scrap materials shall be promptly removed.

Section 4.22. All utilities serving the Property, and each building site therein, including, but not limited to, gas, water, electricity, telephone and television (excluding in-attic television receivers) shall be installed underground.

Section 4.23. No above ground swimming pools shall be permitted in the Property.

Section 4.24. All out buildings and storage sheds, including equipment buildings constructed as an appurtenance to and in conjunction with an in-ground swimming pool, are subject to pre-approval by the ACC.

Section 4.25. All permanently installed sports equipment shall be reviewed and approved by the ACC for design and location. Approved basketball goals shall have transparent backboards and metal supports. No homemade backboards or supports shall be permitted. Portable sports equipment is allowed in the front yard only if removed after each use.

Section 4.26. Each owner shall maintain and keep in good repair and condition, in accordance with the drainage plan shown on the plat of the Subdivision, any drainage channels and swales located on any Lot owned by such owner. Plans and specifications for new improvements shall be submitted to and approved by the ACC prior to the commencement of any construction or demolition project.

Section 4.27. Plans for new dwelling construction shall comply with the following structural requirements: Single level ranch homes shall have a minimum of one thousand seven hundred (1700) square feet of living space on the level above ground; two-story style homes shall have a minimum of two thousand three hundred (2300) square feet of living space combined on the two levels above ground.

ARTICLE V

Architectural Control

Section 5.01. No building, fence, wall, sports equipment, swimming pool, or other structure, or any alteration or addition to such items shall be commenced or erected upon any Lot until the plans and specifications for the same have been submitted in writing to, and approved by, the Architectural Control Committee (ACC). The ACC shall review all such proposed structures for:

- a) harmony of external design and location in relation to surrounding structures and topography;
- b) the character and quality of exterior materials; and

- c) the location of the proposed structure on the Lot.

The ACC shall review and approve or disapprove all such proposals within 30 days of receipt. In the event the ACC fails to approve or disapprove such proposals within 30 days, approval will not be required and this Article will be deemed fully complied with. The applicant may appeal an adverse decision to the Board, which may reverse or modify such decision by a 2/3 vote of the Board. Members of the ACC shall not be liable to any Member or other person or entity for damages arising from performance or nonperformance of any duties or functions under this article.

Section 5.02. The ACC may develop and promulgate policy guidelines for the application of the design review provisions. Such guidelines consistent with this Declaration may include:

- a) review procedures;
- b) objectives of review;
- c) principles and criteria used as standards in determining compliance;
- d) specific design practices that are acceptable methods for achieving compliance.

These policy guidelines shall be made available upon request to any Member. The guidelines may be modified and supplemented from time to time, subject to approval of the Board, without the necessity of filing any amendment to this Declaration.

Section 5.03. At a minimum, the following shall be submitted to the ACC for any proposed structure:

- a) architectural plans, including elevation and roofline drawings where applicable;
- b) list of materials used on exterior surfaces;
- c) location on the Lot with respect to setbacks and easements.

Documents submitted for approval shall, when approved, be returned to the applicant showing such approval in writing.

Section 5.04. Each Member acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the architectural guidelines, may vary accordingly. In addition, each Member acknowledges that it may not always be possible to identify objectionable features of proposed structure until the structure is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ACC may refuse to approve similar proposals in the future. Approval of applications or plans for any structure, whether completed or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

Section 5.05. The ACC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall (a) be effective

unless in writing; or (b) prevent the ACC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5.06. If any structure shall be erected, altered or maintained on any Lot other than in accordance with the plans and specifications approved by the ACC, such erection, alteration or use shall be deemed to be in violation of this Article, and upon written notice from the ACC, any structure so constructed or maintained shall be removed or re-altered to its original approved form so as to eliminate such violation.

Section 5.07. The Board shall have the authority to assess fines for any violation of these covenants by a Member. Fines shall not exceed 1% of the annual dues for each day a violation continues. Prior to assessing such fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Member, specifying the violation. If the noncompliant Member fails to cure the violation within twenty (20) days following the mailing of such notice by the Board, or if there is a reoccurrence of the violation during such twenty (20) day period, then in addition to any liability or obligation arising, the Board may assess a fine against the noncompliant Member. This fine shall be paid within ten (10) days following notice thereof. Until paid in full, the amount of such fine shall constitute a lien on the noncompliant Member's Lot and shall be subject to enforcement and foreclosure in the same manner as an assessment under Article VIII hereof.

Section 5.08. During any period of construction, alteration or modification authorized by the Committee, the Association, or its designee, at any reasonable time, may enter upon and inspect any improvements being constructed upon any Lot in order to determine whether or not such are being made in compliance with the approved plans and specifications, and such entry will not be deemed to constitute a trespass or wrongful entry.

Section 5.09. These restrictive covenants shall run with the land and be binding upon all persons using, occupying or owning such property and their respective heirs, successors and assigns thereof until the 1st day of January, 2015; at which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote, taken prior to the expiration of the initial term or any extension thereof of these covenants, of a majority in number of the owners of Lots in the Property, as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part. In the event a Lot or building site is owned by more than one person, such owners shall, collectively, be entitled to one vote.

Section 5.10. If any person shall violate or attempt to violate any of the restrictions herein set forth it shall be lawful for any other person or persons owning any Lot or building site in the Property to prosecute in any court of competent jurisdiction, any proceeding at law or in equity against the person or persons either for the purposes of preventing him or them from so doing, or to recover damages for such violation. Any waiver of the enforcement of any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

ARTICLE VI

Turn Over of Management

Declarant has turned over management of the Association, pursuant to Article VII of the Original Restrictive Covenants, effective upon recording these restated restrictive covenants.

ARTICLE VII

Amendments

These covenants may be amended at any time by vote of Members owning fifty-one percent (51%) of the Lots by recording in the office of the Register of Deeds of Sedgwick County, Kansas, an amendment hereto provided however no such amendment shall materially affect the rights of any Lot owner or mortgagee.

ARTICLE VIII

Assessments

Section 8.01. All Lots shall be subject to assessments to be paid by each owner or owners of the Lots in each year. The assessments shall be paid annually, semiannually or quarterly as the Board may determine. The assessments on each Lot shall commence at such time as an owner acquires title to a Lot whether or not there are any improvements on the Lot. However, the undersigned shall not be obligated to pay assessments on any Lot until such time as a certificate of occupancy is issued for a house on that Lot, after which the undersigned shall pay assessments on the same basis as a Builder as described below. Builders in the Property shall not be obligated to pay assessments until a certificate of occupancy is issued for the house. From the date the certificate of occupancy is issued until the house is sold or occupied, the Builder shall pay fifty percent (50%) of all assessments. After the house is sold or occupied, whichever occurs first, the Builder or new owner will pay one hundred percent (100%) of all assessments.

Section 8.02. At any time legal or equitable title to any Lot is conveyed, the sum of Three Hundred Dollars (\$300.00) shall be paid to the Association by the buyer, provided, however, that no such fee shall be required if title is conveyed in either of the following instances:

- a) the transfer by the undersigned to an affiliated person or entity or the transfer of the undersigned's interest as "developer" of the Property; or
- b) the transfer of title to any Lot to a properly licensed general contractor for purposes of constructing a residence thereon for the purpose of offering the same for sale.

An owner and/or builder is required to notify the Board if the house is rented or leased. This notification must include contact information for the occupants.

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Section 8.03. All assessments unpaid thirty (30) days after their due date shall incur a late fee of 10% per year assessed on all unpaid balances. Provided, however, for good cause shown, the Board may modify this charge.

Section 8.04. All unpaid assessments shall be not only a personal obligation of a delinquent Member, but shall be a lien upon the delinquent Lot owner's Lot. Provided, however, such lien shall be subordinate to the lien of a first mortgage holder so long as such mortgage holder is not the owner of the Lot, and provided further, the foreclosure of any mortgage or the transfer of title to a mortgagee by deed in lieu of foreclosure shall extinguish such lien. A purchaser of a Lot upon which there are due and unpaid assessments shall become liable for all unpaid assessments as well as all future assessments, at such time as the purchaser takes title to the Lot. A statement of the status of paid and unpaid assessments regarding any Lot shall be given by the Association to any owner or prospective purchase of a Lot upon demand therefor. Any action to foreclose a lien filed under this section shall be commenced within five (5) years after the date such lien was filed.

ARTICLE IX

Miscellaneous

Section 9.01. Restrictions Not Exclusive. These restrictions shall not: be construed to permit any action prohibited by any zoning laws or the laws or rules and regulations of any governmental authority, or any restrictions contained in any deed or lease. In the event of any conflict, the most restrictive provisions of this Declaration, and such laws, rules or regulations, or restrictions contained in a deed or lease shall govern.

Section 9.02. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has caused this instrument to be executed this 27th day of December, 2012.

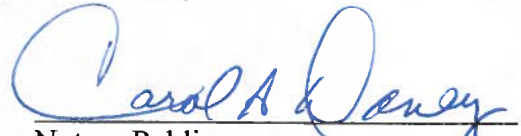
EED, LLC
By: John W. McKay, Jr.
John W. McKay, Jr., Manager

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this 27th day of December, 2012 before me personally appeared John W. McKay, Jr., the manager of EED, LLC, a Kansas limited liability company, personally

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known by me, who has executed this instrument on behalf of said limited liability company and as such he had authority to do so.


Notary Public

My appointment expires:



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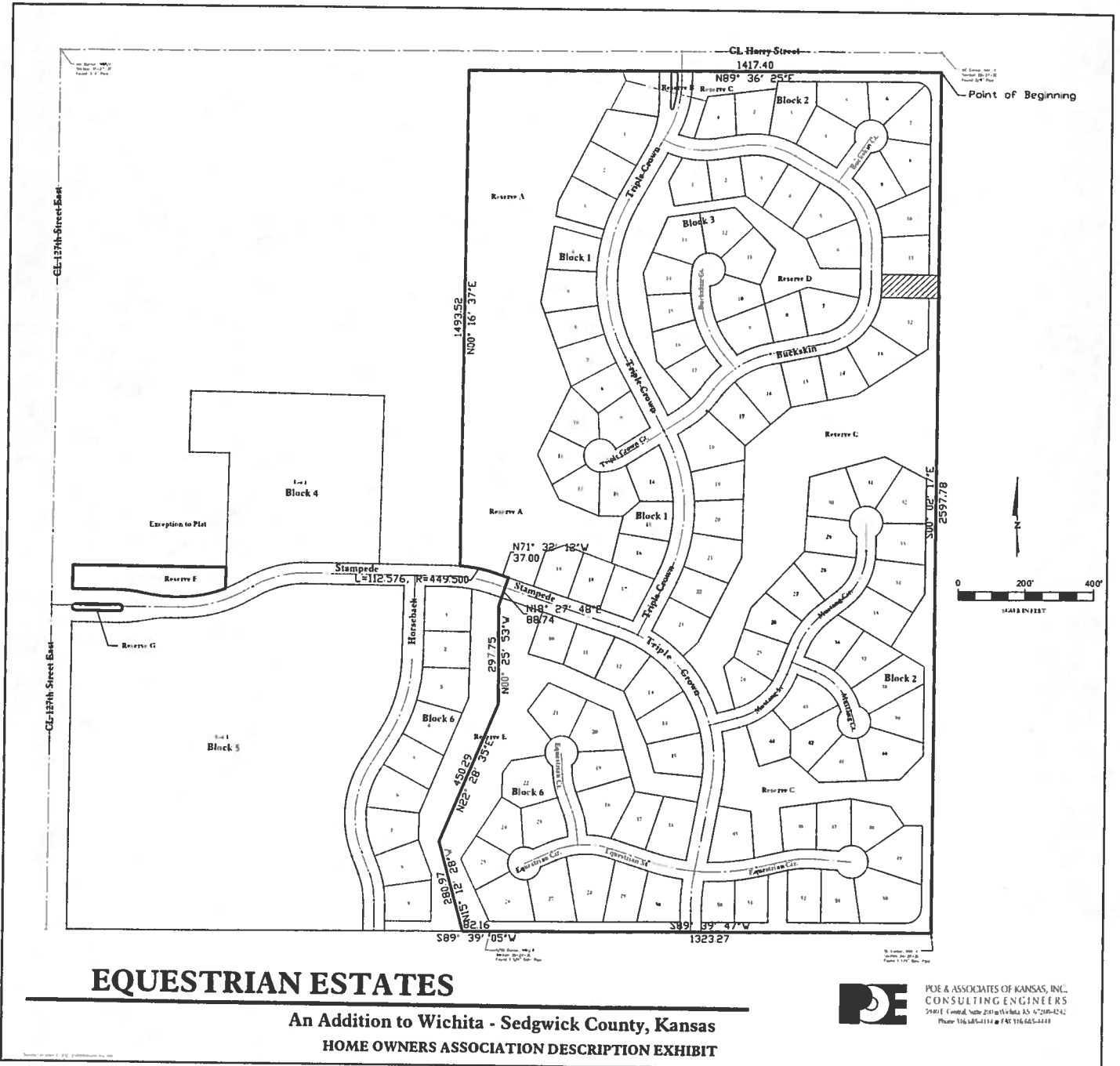


Exhibit A