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MAPD recommends the S/D Committee deny approval of this plat. Should denial occur, the applicant must first formally request the S/D Committee decision be appealed to the Planning Commission prior to any action being taken by the governing bodies. Should the S/D Committee approve this plat, the following conditions shall apply:

STAFF COMMENTS:

- A. Since neither municipal water nor sanitary sewer is available to serve this property, the applicant shall contact the Environmental Health Division of the Health Department to find out what tests may be necessary and what standards are to be met for approval of on-site sewerage facilities and water wells. A memorandum shall be obtained specifying approval. Health Department should comment on the feasibility of the Applicant's proposal to join the lots together by covenant for the installation of sewage lagoons.
- B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning department for recording.
- C. County Engineering needs to comment on the status of the applicant's drainage concept.
- D. Complete access control needs to be dedicated along the site's frontage to Pawnee. On the final plat, the platting text shall note that the access controls are being dedicated to the appropriate governing body.
- E. County Engineering should comment on the need for any traffic improvements along Pawnee.
- F. The Zoning Code requires a 100-ft setback from the centerlines of arterials. The

final plat shall denote this setback from Pawnee.

- G. The final plat shall state in the plattor's text the purposes of the proposed reserves as well who is to own and maintain the reserves. The plattor's text shall indicate utilities are being confined to specific easements within the reserves.
- H. The name of the Addition shall be correctly referenced in the plattor's text.
- I. The County Commissioner signature block needs to be added to the final plat
- J. County Engineering needs to comment on the need for any temporary turnarounds for the stub streets along the south and west lines of the plat.
- K. County Fire needs to comment on the length of the 1000-ft cul-de-sac adjoining the lots in Block A and the north-south stub street (800-ft length) adjoining the south line of the plat. Both of these proposed streets exceed the 600-ft maximum cul-de-sac length imposed by the Subdivision regulations. County Fire should comment on the need for emergency access easements to provide a second point of access.
- L. The applicant shall guarantee the installation of the interior streets to the suburban standard.
- M. The final plat needs to designate street names.
- N. The tie points should reference the northeast quarter of Section 2. The southwest tie point would appear to be located at the southwest corner of the plat.
- O. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)
- P. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- Q. To receive mail delivery without delay, and to avoid unnecessary expense, the

applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-729-0102) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.

- R. The applicant is advised that various State and Federal requirements [specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147] for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- S. The owner of the subdivision should be aware of the fact that the development of any subdivision greater than five (5) acres in size may require an NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Further, on all construction sites, the City of Wichita requires that best management practices be used to reduce pollutant loadings in storm water runoffs.
- T. Perimeter closure computations shall be submitted with the final plat tracing.
- U. Recording of the plat within thirty (30) days after approval by the City Council and/or County Commission.
- V. The representatives from the utility companies should be prepared to comment on the need for any additional utility easements to be platted on this property.
- W. The applicant is reminded that a disk shall be submitted with the final plat tracing to the Planning Department detailing this plat. This will be used by the City and County GIS Department.

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of the plat so that the type of delivery, and the tentative mailbox locations can be determined.

- R. The applicant is advised that various State and Federal requirements [specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147] for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
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SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 6
October 8, 1998

STAFF REPORT

(Preliminary Plat - Deferred 9/17/98, Deferred 9/3/98, Sketch Plat Submitted 3/5/98)

CASE NUMBER: S/D 97-88 - CLEARY SPRINGS ADDITION

OWNER/APPLICANT: Clearidge Estates, LLC, Attn: Vern Lambertz, 812 N. Waco, Wichita, KS 67203

SURVEYOR/ENGINEER: Austin Miller P.A., Attn: Tim Austin, 254 S. Laura, Suite 210, Wichita, KS 67211

AGENT: Sherwood & Harper, Attn: Roger Sherwood, 833 N. Waco, Wichita, KS 67203

LOCATION: South side of Pawnee, West of 143rd St. East

SITE SIZE: 140 acres

NUMBER OF LOTS

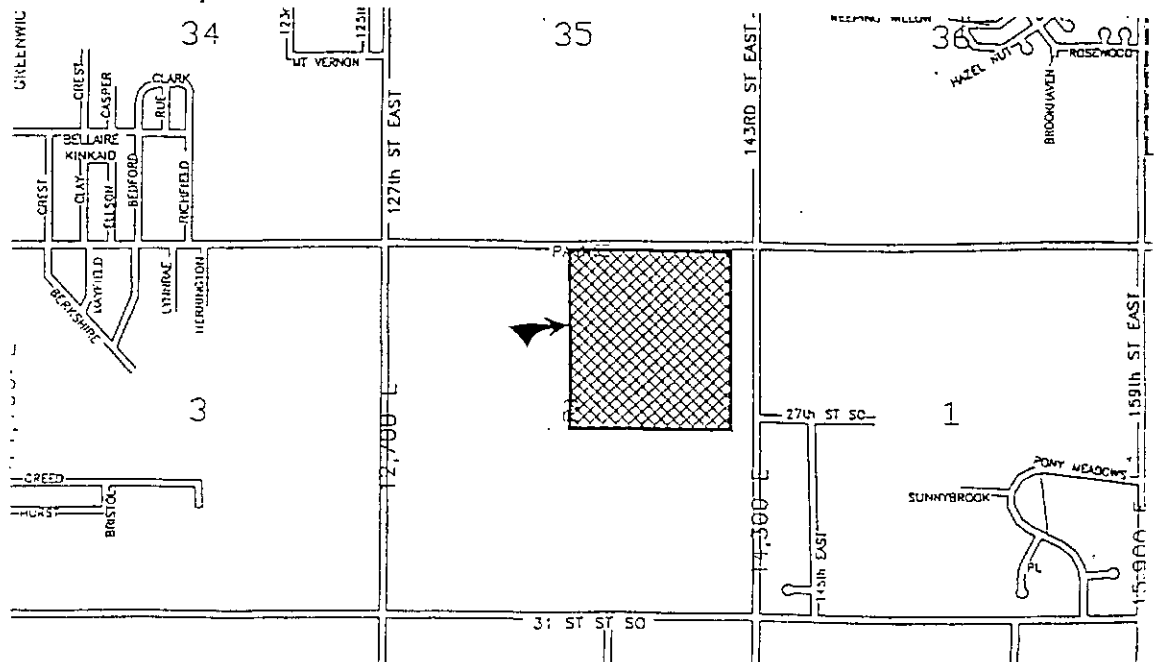
Residential:	140
Office:	
Commercial:	
Industrial:	
Total:	<u>140</u>

MINIMUM LOT AREA: 20,000 sq. ft.

CURRENT ZONING: SF-20, Single-Family

PROPOSED ZONING: Same

VICINITY MAP



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The Subdivision Committee had previously questioned the feasibility of the development and deferred the plat due to the following reasons: a) this plat had not indicated the proposed clustering of lots, b) the Applicant has not demonstrated when, where and how the improvements (e.g. paved streets, public water and public sewer which should be guaranteed by petitions) will be triggered in the future, c) the applicant had not indicated how lagoons would be located outside of the buildable area of any 20,000 sq. ft. lot.

The Applicant has resubmitted the plat along with a proposed "conceptual" clustering of lots, encompassing 15 tracts. The restrictive covenant grouping specific lots together required by the Subdivision regulations has not been submitted; although a ground lease has been provided which would allow the owner of one lot to lease the remainder of land necessary for the installation of a sewage lagoon. The lease would terminate upon extension of municipal sewer services to the property; the sewage lagoon would be removed and the remaining lots could be developed.

STAFF COMMENTS:

- A. In accordance with the Subdivision regulations (Sec.7-204(C)), the Applicant shall submit a restrictive covenant addressing the lot clustering concept utilized for this site along with the timing of the petitions for improvements.
- B. Since neither municipal water nor sanitary sewer is available to serve this property, the applicant shall contact the Environmental Health Division of the Health Department to find out what tests may be necessary and what standards are to be met for approval of on-site sewerage facilities and water wells. A memorandum shall be obtained specifying approval. Health

Department should comment on the feasibility of the Applicant's proposal to join the lots together by covenant for the installation of sewage lagoons. The restrictive covenant will need to be reviewed by County legal department. A larger plan is requested to review lagoon placement.

- C. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning department for recording. City Engineering requires petitions for future water and sewer.
- D. County Engineering needs to comment on the status of the applicant's drainage concept.
- E. Complete access control needs to be dedicated along the site's frontage to Pawnee. On the final plat, the plattor's text shall note that the access controls are being dedicated to the appropriate governing body.
- F. County Engineering should comment on the need for any traffic improvements along Pawnee. A guarantee for right and left turn lanes will need to be provided.
- G. The Zoning Code requires a 100-ft setback from the centerlines of arterials. The final plat shall denote this setback from Pawnee.
- H. The final plat shall state in the plattor's text the purposes of the proposed reserves as well who is to own and maintain the reserves. The plattor's text shall indicate utilities are being confined to specific easements within the reserves.
- I. The name of the Addition shall be correctly referenced in the plattor's text.
- J. The County Commissioner signature block needs to be added to the final plat
- K. County Engineering needs to comment on the need for any temporary turnarounds for the stub streets along the south and west lines of the plat. A temporary turnaround is requested for the stub along the south line of the plat.
- L. County Fire needs to comment on the length of the 1000-ft cul-de-sac adjoining the lots in Block A and the north-south stub street (800-ft length) adjoining the south line of the plat. Both of these proposed streets exceed the 600-ft maximum cul-de-sac length imposed by the Subdivision

regulations. County Fire should comment on the need for emergency access easements to provide a second point of access. County Fire requests that the 1000-ft cul-de-sac be eliminated by extending this street to create a loop road.

- M. The applicant shall guarantee the installation of the interior streets to the suburban standard. County Engineering requires the installation of a 36-ft, 6-inch thick rock surface.
- N. The final plat needs to designate street names.
- O. The tie points should reference the northeast quarter of Section 2. The southwest tie point would appear to be located at the southwest corner of the plat.
- P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)
- Q. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
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Health and Environment in Topeka. Further, on all construction sites, the City of Wichita requires that best management practices be used to reduce pollutant loadings in storm water runoffs.

- U. Perimeter closure computations shall be submitted with the final plat tracing.
- V. Recording of the plat within thirty (30) days after approval by the City Council and/or County Commission.
- W. The representatives from the utility companies should be prepared to comment on the need for any additional utility easements to be platted on this property. *KG&E and Southwestern Bell requests additional easements.*
- X. The applicant is reminded that a disk shall be submitted with the final plat tracing to the Planning Department detailing this plat. This will be used by the City and County GIS Department.

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
CLEAR SPRINGS ADDITION**

THIS DECLARATION is made by CLEARIDGE ESTATES, LC ("Declarant").

WITNESSETH:

WHEREAS, Declarant owns all of the Lots in Clear Springs Addition ("Addition") to Sedgwick County, Kansas; and,

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

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

WHEREAS, there shall be established the Clear Springs Homeowners Association (the "Association"), consisting of the Owners of all Lots included within the Addition, the principal purpose of which will be to be responsible for the maintenance of certain Common Areas as hereinafter described;

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

ARTICLE 1

Association Membership and Voting Rights

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

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

Section 1.03. Definition of "Member". "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 1.04. Definition of "Lot". The word "Lot", as used herein, shall mean a Lot as set forth in the recorded plat; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot".

Section 1.05. Voting Rights. There shall be two (2) votes for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owner of such foregoing, Declarant shall be entitled to twelve (12) votes for each Lot of which it is the Owner, including all Leased Lots..

Section 1.06. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

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

Section 1.08. Approval by Members. Any provision of this Declaration or the Bylaws which requires the vote or written assent of a specified majority of the voting power of the Association shall be deemed satisfied by the following:

- A The vote of the specified majority at a meeting duly called and noticed pursuant to the provisions of the applicable Bylaws;
- B. A writing or writings signed by the specified majority; or
- C. A combination of votes or written assent, provided that Members shall not change their vote or written assent after it is cast or delivered, and provided further that only those written assents executed within sixty (60) days before or thirty (30) days after a meeting may be combined with votes cast at such meeting to constitute the specified majority.

ARTICLE 2
Lease of Certain Lots

Section 2.01. Leased Lots. Until such date that water and sewer service are made available to the Addition, ownership of certain Lots shall be retained by Declarant and leased to Owners for the purpose of providing space for a sewage lagoon. Such leased Lots shall hereinafter be referred to herein as "Leased Lots". The Owner to whom such Leased Lots is leased shall be referred to herein as "Tenant". After the leases are terminated on the Leased Lots, such classification of the Lots shall automatically expire and such Lots shall thereafter be available for sale and subject to assessment for dues, except those Lots still owned by Declarant.

Section 2.02. Designation of Leased Lots. The Lots which shall be designated as Leased Lots are as follows:

Lot to be Owned

Corresponding Leased Lots

.....The Owners of the above Lots to be owned shall be granted a lease on the Leased Lots set forth above.

.....Section 2.03. Use of Leased Lots. The Tenant on the Leased Lots may use the Leased Lots for the construction and maintenance of a sewage lagoon and for the Tenant's recreational purposes. The Leased Lots may not be used for any other purpose without the written consent of the Declarant.

.....Section 2.04. Restrictions on Leased Lots. A Tenant shall not erect or cause to be erected on any Leased Lots any buildings, homes, barns, fences or other structures without the prior written consent of the Declarant. In the event a Tenant erects any buildings or other structures without Declarant's prior written consent, such building or structure may be removed by Declarant or its assigns upon thirty (30) days notice to Tenant or at any date thereafter.

Tenant's use of the Leased Lots shall be in compliance with all laws of the governing City, if any, Sedgwick County, and State of Kansas. Tenant shall not conduct or permit others to conduct any activities on the Leased Lots which disturbs the neighbors or constitutes a

nuisance. Tenant shall permit pedestrian traffic over and along any easements or walkways which cross any portion of the Leased Lots.

Section 2.05. Maintenance of Leased Lots. Declarant shall mow or harvest the Leased Lots as necessary and maintain them in a reasonably neat and clean condition. Tenant shall not store personal property thereon nor dispose of any refuse upon the Leased Lots.

ARTICLE 3 Property Rights

Section 3.01. Easement in Common Area. There may be conveyed to the Association certain reserves to be held as "Common Area" said term to describe such property held by the Association, as the context requires. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the Common Area described hereafter and hereby covenants for itself, its successors and assigns, that it will convey a fee simple title to the Common Area to the Association free and clear of all encumbrances and liens. The Association shall be responsible for the payment of taxes and insurance on the Common Areas and for the proper maintenance of the open spaces and for compliance with this Agreement. The title to the Common Area shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be considered to be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not.

Section 3.02. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the Members and all residents of the property subject to this Declaration.

Section. 3.03. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkway, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. The Association shall have the right to mortgage any part, parts or all of the Common Area in connection with the borrowing of money in the furtherance of any of their purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Area for

any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE 4 Assessments

Section 4.01. Assessments. All of the Lots shall be subject to quarterly assessment charges to be paid by the respective Owner(s) thereof to the Association, quarterly, in advance on the first day of each quarter, in each year. The Board may permit the annual assessment charge to be paid either monthly, semiannually or quarterly. Notwithstanding the foregoing, Declarant shall not be obligated to pay any assessment for any Lot owned by Declarant until such time as a home has been erected thereon and is ready for occupancy.

Section 4.02. Determination of Assessments. Each year the Board shall, prior to November 1, determine the total amount to be raised by annual assessment charges for the next succeeding year. This sum so determined shall be divided by the total number of Lots, and each Lot shall be assessed an equal amount. Provided, however, Leased Lots shall not be subject to assessments for dues. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of their respective Association and care of the Common Area, or in the event of emergencies, the Board shall have the authority to levy such additional assessments as they shall deem necessary.

Section 4.03. Association-Duties/Use of Funds. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of said Association; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for collecting and disposing of garbage and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street signs, street lights, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of said Association; for purchase of insurance; for doing any other thing necessary or advisable in the opinion of said Association for the general welfare of the Members; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of said Association; or for any other purpose within the purposes for which said Association is incorporated.

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, 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 portions of the right-of-way and said wall or any platted lot lines. The same shall be maintained free from weeds and rubbish and otherwise comparable to other landscaped portions of Common Area in the Addition.

The Board shall be obligated to expend such portion of the Assessment fund as shall be necessary in order to maintain the Common Area in a first class condition and shall not have the authority to reduce standards of maintenance below such level without the vote of two-thirds (2/3) of all Members of the Association.

Section 4.04. Interest on Delinquent Assessments. All assessment charges which shall remain due and unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of fifteen percent (15%) per annum or at such other rate as established by the Board.

Section 4.05. Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charges shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby the mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the associations all charges provided for herein which were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by either Association or its agent shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon said parties.

Section 4.06. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof however, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof

Section 4.07. Right of Association to Enforce Payment of Assessment - No Offset.
By the acceptance of title, each Owner shall be held to vest in the Association the right and power in their own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges, and the Association shall have the right to sue for and collect a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. All assessments shall be payable in the amount specified and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association or Declarant is not properly exercising its duties and powers as provided in this Declaration.

Section 4.08. Maximum Annual Assessment.

- A. The maximum annual total assessment for the Association (except for such sums assessed pursuant to Sections 4.09 and 4.10 hereof), for the calendar year ending _____, shall be _____ Dollars (\$____) per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.
- B. The annual assessment for any year commencing after _____, may be increased to an amount greater than that permitted by Subsection A of this Section only by an affirmative vote of two-thirds (2/3) of the vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.
- C. The Board may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this section.

Section 4.09. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 4.10. Additional Assessments. In addition to the sums assessed pursuant to other Sections hereof, there shall be assessed against each Lot a fee in the amount of _____ Dollars (\$ _____) per year for seeding the Lot and thereafter mowing it periodically, which assessment shall commence as to each Lot the later of (a) the date of the sale thereof by Declarant, or (b) the date the Declarant or the Association seeds such Lot to the date of commencement of construction of a residence thereon. The Association, from time to time due to actual or projected increases in the costs of providing the seeding and mowing services, may increase the amount of the seeding and mowing assessment.

ARTICLE 5

Covenants for Maintenance

Each Owner (other than Declarant) shall keep the Lot owned by such Owner and all improvements therein or thereon in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting, or other appropriate exterior care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Design Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by the Board and after fifteen (15) days written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (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 or Lots in question in the following manner: The Association may record an Affidavit of Nonpayment of 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.

ARTICLE 6

Architectural Control

Section 6.01. 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 Design Committee, its agents, assignees, or successors. In the event the Design 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 Design Committee decision to the Board of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of those directors present and voting at a meeting at which a quorum is present.

The Design Committee may, subject to the approval of the Board of the Association, develop and promulgate policy guidelines for the application of the design review including (a) review procedures; (b) aspects and objectives of review; and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of said Board.

The provision of Section 6.01 shall be applicable to the Declarant only with respect to Lots which are improved with buildings which are or have been occupied.

Section 6.02 Form of Plans and Specifications. Such plans and specifications shall be in such form and shall contain such information as may be required by the Design Committee, but in any event shall include (a) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot (including proposed front, rear, and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot; and (b) a grading plan for the particular Lot.

Section 6.03. Retention of Approved Plans and Specifications. Upon approval by the Design 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.

Section 6.04. Removal and Alteration of Structures; Lien.

- A. If any structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Design 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 Design Committee, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.
- B. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or the Design Committee shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the Design 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 by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.
- C. In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate of fifteen percent (15%) per annum, or such other rate as is established by the Board, shall be fully paid, the Association or the Design 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; (ii) state the legal description of the property affected; and (iii) state the name(s) of the Owner. Such 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 encumbrances or as to any title insurer or title examiner that the pre-existing lien has been fully and completely released and discharged.

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

Section 6.05. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Design Committee, it shall, upon written request of the Owner(s) 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(s). 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 encumbrances 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 Design Committee exercises any discretionary or interpretive powers.

Section 6.06. Right of Inspection. The Association or any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the Design Committee, the Association or any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6.07. No Liability. Neither the Design Committee, Declarant, the Association, nor any officer, director, member, agent, nor employee thereof, shall be liable to any Owner(s) or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article

Section 6.08. Membership. The original members of the Design Committee shall be three (3) persons to be appointed by Declarant. Upon the death or resignation of any member

of the Design Committee, Declarant shall appoint a successor, unless at such time Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Board of 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 its rights hereunder until the same are relinquished to the Association. Declarant may relinquish its rights or any portion thereof under this paragraph to the Association by advising the Association in writing of its intent to do so and in such event, the Association shall have the authority of Declarant under this paragraph, and Declarant shall relinquish such rights at such time as Declarant shall cease to own any Lots in the Addition.

Section 6.09. Fee for Architectural Review. Each Owner may be required to pay a fee to the Association as a condition to approval of any change in the existing state of any property to cover costs and expenses in reviewing and commenting on proposals for changes thereto by the Design Committee. The amount of the fee, if any, shall be established by the Association and shall be set forth in the standards of the Design Committee in effect from time to time. Such fee shall not be in excess of Fifty Dollars (\$50) for modification of a residential structure or any other type of proposed change.

ARTICLE 7

General Covenants and Restrictions

Section 7.01. Structures. No previously approved structure shall be used for any purpose other than that for which it was originally designed.

Section 7.02. Division of Lots. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

Section 7.03. Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind including satellite receiving antennas may be so maintained upon any Lot.

Section 7.04. Vehicles and Parking. No vehicles, including but not limited to, cars, boat, boat trailer, house trailer, camper, camper trailer, recreational vehicle, truck, or similar item shall be stored or permanently, continually, or regularly parked in and on any street, the Common Area, or in the open on any Lot or driveway. No cars shall be parked out on streets. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed

shall be kept on any Lot. Vehicle repairs, other than ordinary light maintenance, are not permitted on any Lot.

Section 7.05. Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except the Leased Lots.

Section 7.06. Off-street Parking Requirement. Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, including garages and driveway.

Section 7.07. Trees. No tree having a diameter of two (2) 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 wildlife in the Addition. 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.

Section 7.08 Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted in the Addition without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulation setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be kept on a leash when outside the residence and on the Common Area. All dog runs must be in the rear yard on the back of the home. No dogs shall be continually or regularly chained or staked in any front or side yard. Dogs shall be screened so as not to be visible from another Lot. Owners shall control emitted noises (e.g., barking, howling, etc.) at all times to provide quiet enjoyment for all Owners.

Section 7.09. Signs. Declarant may erect such signs as it deems appropriate without any approval, but otherwise, no sign or other advertising device of any nature shall be placed upon any Lot or Common Area, except real estate "For Sale" signs approved by the Architectural

Control Comminee as to aesthetics. The Association may remove non-conforming signs upon three (3) days notice to the Owner, such removal to be at the cost of said Owner.

Section 7.10. Temporary Buildings. 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.

Section 7.11. No Storage; Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any or on the Common Area, 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. Furthermore, the Association may require all Owners to utilize one single trash service contractor in order to arrange service on specific days with a minimum number of trucks, thereby preserving the streets, and to establish conformity. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

Section 7.12. 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 or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 7.13. Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, the Owner shall be given fifteen (15) days prior written notice of such action.

Section 7.14. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalls and bicycle paths, if any, located in the Common Area. Garage doors which face on a street shall be kept closed at all times except for purposes of entry, exit, or maintenance.

Section 7.15 Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 7.16. Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 7.17. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition any drainage channels and swales located on any Lot owned by such Owner, in accordance with the master drainage plan.

Section 7.18. 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.

Section 7.19. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

Section 7.20. 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.

Section 7.21. Requirement to Plant Lawn and Trees, Shrubs, or Bushes. Within sixty (60) days after occupancy of a residence on a Lot, the Owner thereof shall submit to the Design

Committee a landscape plan for its approval pursuant to the provisions of Article 6 hereof; which plan shall include planting a lawn and at least ten (10) perennial shrubs, bushes, and two (2) trees on such Lot and shall further include all areas between public sidewalk and the paved streets. Such landscaping shall be installed forthwith. In the event such landscaping is not so installed, Declarant may, after giving written notice to any Lot Owner of such Owner's failure to comply herewith, at any time after fifteen (15) days have expired from the date of such notice, perform said landscaping and collect from such Owner the cost thereof. Declarant is hereby granted the right to enter upon any such Lot for the purpose of performing said landscaping.

Section 7.22 Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which shall be nearer than twenty-five (25) feet to the front property line, nearer than ten (10) feet to the rear boundary line of any Lot; provided that the foregoing set-back requirements shall not be applicable to any improvement, building, or structure constructed below the surface level or the ground, or to swimming pools constructed in the ground, or to any tennis courts, paddle tennis courts, or similar sports surfaces constructed at ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any equipment in such areas.

Section 7.23. Garden Restrictions. Vegetable and other gardens shall be screened so as not to be visible from any other Lot or the Common Areas. No garden(s) on any Lot may exceed two hundred (200) square feet in area without the prior approval of the Design Committee.

Section 7.24. Occupancy of Residential Structures. No residential structures on any Lot shall be used or occupied by more than a single family, its servants and occasional guests.

Section 7.25. Basketball Backboards. All basketball goals shall be either white or glass. No "homemade" basketball backboards or supports shall be permitted. The Design Committee shall first approve all basketball goals and supports.

Section 7.26. 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 side yards and/or backyards (beyond the building set-back lines) on Lots selected by Declarant. The Association is hereby granted a perpetual, non-exclusive easement to enter upon any Lot on which there is situated an entrance treatment; fence or wall installed or erected and/or replace the same.

Section 7.27. Outdoor Recreational Improvements. No permanent outdoors recreational improvements, facilities or equipment shall be permitted, except with the specific written consent of the Design Committee.

Section 7.28. Christmas Lights. No Christmas lights shall be lit before Thanksgiving and shall be taken down not later than March 15 of the following year.

Section 7.29. Mail Boxes. All mail boxes are to be of uniform style. The location as well as style and material must be approved by the Design Committee.

ARTICLE 8

Enforcement

The Association, Declarant or any Owner, shall have the right to enforce by and 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 their claim for relief a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing the Associations' rights hereunder.

ARTICLE 9

Additional Land

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, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Association entitled to vote.

ARTICLE 10
Power of Assignment and Delegation

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

ARTICLE 11
Severability

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

ARTICLE 12
Amendment

Section 12.01. Covenants Running with the Land. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 12.02. 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.

Section 12.03. Amendment; Other. Amendments to this Declaration other than those provided for in Section 12.02 should be proposed and adopted in the following manner:

- A. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.
- B. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by

the Owners of not less than two-thirds (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. Association. Notwithstanding the foregoing, any amendment affecting the rights and duties of the Association shall be voted upon only by the Members of the Association, pursuant to the provisions of this Article 12.
- D. Recording. A copy of each amendment provided for in this Section shall be certified by the Board 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 Declaration as of this ____ day of _____, 1998.

CLEARIDGE PROPERTIES, LC

BY _____
JOHN WILLIAM CLEARY

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 1998, before me, the undersigned, a notary public in and for the County and State aforesaid, came JOHN WILLIAM CLEARY, who is the Manager of CLEARIDGE PROPERTIES, LC, a Kansas limited liability company, for and on behalf of said limited liability company, to me personally known to be the same person who executed the within Declaration of Covenants, Conditions, and Restrictions, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year first above written.

My appointment expires:

Notary Public

GROUND LEASE

THIS GROUND LEASE Made and entered into as of this ____ day of _____, 199 ____, by and between CLEARIDGE ESTATES, LC ("Landlord"); and _____ (whether one or more individuals shall hereinafter be designated as "Tenant").

WHEREAS, contemporaneous to the execution of this Ground Lease, Tenant is acquiring ownership of Lot ____, Block ____, of Clear Springs Addition, Sedgwick County, Kansas ("Owned Lot"), on which Tenant intends to have a residence constructed; and,

WHEREAS, the Owned Lot is not yet serviced by sewer services; and,

WHEREAS, Tenant shall be permitted to install a septic or lagoon system in the event Tenant owns or controls at least five (5) acres of ground; and,

WHEREAS, Tenant desires to control sufficient acreage to permit Tenant to install a septic or lagoon system,

NOW THEREFORE, the parties hereto agree as follows:

1. **Leased Lots.** Landlord hereby leases to Tenant Lots _____ in the Clear Springs Addition, hereinafter called "Leased Lots".

2. **Term.** The term of this Ground Lease shall commence on the closing of the purchase of the Owned Lot by Tenant, and shall terminate on the earlier of (a) the date that sewer services are extended to the Owned Lot; or (b) the date Tenant's interest in the Owned Lot terminates, for whatever reason. Upon the extension of sewer services to the Owned Lot,

the parties shall execute a Ground Lease Termination Agreement, which may then be filed with the Register of Deeds, if Landlord deems such filing necessary.

3. **Taxes.** Tenant shall promptly pay when due all real estate taxes and special assessments assessed against the Leased Lots during the lease term. Tenant shall furnish to Landlord by January 10 and July 10 of each year during the lease term a receipt reflecting the payment of real estate taxes and special assessments, which payment brought the taxes current against the Leased Lots on such dates.

4. **Insurance.** Tenant shall obtain and maintain insurance providing liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) for protection for personal injuries or property damage occurring to persons or objects in, on, or about the Leased Lots. Landlord shall be designated as an additional insured on such policies. Tenant shall provide a certificate of insurance to Landlord each year evidencing such coverage.

5. **Lagoon.** Tenant may use such portion of the Leased Lots which Tenant deems appropriate for the excavation and installation of a lagoon (including a fence around the lagoon) for sewage purposes for Tenant's Owned Lot. Such lagoon shall comply with the regulations of Sedgwick County and the State of Kansas. At the termination of this Ground Lease, Tenant shall cause the fence to be removed from around the lagoon. Landlord shall cause the abandoned lagoon to be removed.

6. **Use and Maintenance of Leased Lots.** Tenant may use the Leased Lots for a sewage lagoon, playground and recreation, and the Leased Lots may not be used for any

other purpose without the written consent of Landlord. Landlord shall mow or harvest the Leased Lots as necessary and maintain them in a reasonably neat and clean condition. Tenant shall from time to time, remove from the Leased Lots and dispose of any refuse or foreign materials.

Neither Tenant nor Landlord shall apply fertilizer, weed sprays, or other chemicals without the prior written consent of the other party. Tenant shall not use or store hazardous materials in, on, or about the Leased Lots.

Tenant shall not erect or cause to be erected any buildings, homes, barns, fences, or other structures without the prior written consent of Landlord. In the event Tenant erects any temporary buildings with Landlord's consent, Tenant shall cause such buildings to be removed within thirty (30) days after the termination of this Ground Lease.

Tenant's use of the Leased Lots shall be in compliance with all laws of the City of Wichita, Sedgwick County, and the State of Kansas. Tenant shall not conduct or permit others to conduct any activities on the Leased Lots which disturbs the neighbors or constitutes a nuisance. Tenant shall permit pedestrian traffic along any easements or walkways which cross all or any portion of the Leased Lots.

7. Assigning or Subleasing. Tenant's successor in interest in the ownership of the Owned Lot shall automatically succeed to all rights herein of the Tenant, subject to the terms and conditions of this Ground Lease. Otherwise, Tenant shall have no right to assign this Ground Lease. Tenant may sublease the Leased Lots provided that the use of such subtenant and the terms for such sublease do not violate the terms of this Ground Lease.

8. **Right To Enter.** Landlord or Landlord's agent may enter the Leased Lots at reasonable hours to examine the same.

9. **Notices.** Any notice required to be given by either party, shall be deemed properly given when mailed, postage prepaid to the following:

Landlord: Clearidge Estates, LC
% Mr. Vern Lambertz
Lambertz Company Real Estate
812 N. Waco
Wichita, KS 67203

Tenant: _____

10. **Indemnity.** Tenant shall indemnify, protect, defend, and save Landlord harmless from and against any and all claims, costs, charges, liabilities, or attorney fees arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or person occurring in, on, or about the Leased Lots during the term of this Ground Lease. Provided, however, nothing herein shall require Tenant to indemnify, protect, defend, or save Landlord harmless from the consequences of Landlord's own negligence or the negligence of any of Landlord's agents or employees.

11. **Default.** In the event Tenant fails to comply with the terms of this Ground Lease in any respect, Landlord may, at Landlord's option provide written notice to Tenant of Landlord's intention to initiate legal action against Tenant for Landlord's damages due to Tenant's default.

In the event Tenant does not cure such default within ten (10) days from the date of such notice, Landlord may then initiate an action in Sedgwick County, Kansas, for a judgment against Tenant for Landlord's damages. The waiver by Landlord of any breach of any condition in this Ground Lease shall not be deemed a waiver of such condition on any subsequent breach.

12. **Interpretation.** This Ground Lease shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

13. **Binding Effect.** This Ground Lease shall be binding upon the parties hereto, their heirs, personal representatives, and assigns.

14. **Laws Of Kansas.** This Ground Lease shall be construed and enforced in accordance with the laws of the State of Kansas.

15. **Entire Understanding.** This Ground Lease contains the entire understanding between the parties hereto and may not be terminated or modified except in writing mutually executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease on the day and year first above written.

LANDLORD

TENANT

CLEARIDGE ESTATES, LC

BY _____

BY _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____,
199____, by _____.

My appointment expires:

Notary Public

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____,
199____, by _____.

My appointment expires:

Notary Public