

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND DISCLOSURES FOR CHERESE WOODS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR CHERESE WOODS. (“Declaration”) is made effective this ___ day of _____, 201___, by TCRS, LLC, a Kansas limited liability company (hereinafter referred to as the “Developer”), covering the following described real property, to wit:

Lots 1-27 Block A

Commonly known as:

Cherese Woods Addition to Sedgwick County, Kansas

WITNESSETH, THAT:

WHEREAS, Developer deems it desirable to adopt and establish covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined); and

WHEREAS, it is desirable to establish binding covenants, conditions and restrictions applicable to the Property for the proper development thereof, and to specify the rights and obligations of the Developer and the Owners (as hereinafter defined); and

WHEREAS, the Associations (as hereinafter defined) will be incorporated for the purpose of exercising powers and functions hereunder; and

WHEREAS, Developer will convey title to all the Lots (as hereinafter define), subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Developer hereby covenants, agrees and declares that the Property shall be held, sold and conveyed subject to the follow covenants, conditions, restrictions and

easements, which are hereby declared to be for the benefit of all of the Property described herein and the Owners thereof, their successors and assigns.

ARTICLE I
DEFINITIONS

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

1.1 “Articles” shall mean the Articles of Incorporation of the ASSOCIATION which shall be filed in the office of the Secretary of State of Kansas, as such Articles may be amended from time to time.

1.2 “Association” shall mean and refer to the Cherese Woods Homeowners’ Association (or such other corporate name as Developer shall hereafter select), a nonprofit corporation, incorporated under the laws of the State of Kansas, its successors and assigns.

1.3 “ACC” shall mean and refer to the Architectural Control Committee as described in Article VII.

1.4 “Board” shall mean and refer to the Board of Directors of the Association.

1.5 “Bylaws” shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.

1.6 “Developer” shall mean TCRS, LLC a Kansas limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term “Developer” as used herein shall thereafter refer to both the Developer and all successor developers unless the context clearly means otherwise.

1.7 “Lot” shall mean and refer to each platted Lot within the Property upon which there may be constructed a Residence, provided, that where land has been attached to or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a Lot hereunder; provided, if two or more Lots are combined into a single residential site.

1.8 “Member” shall mean and refer to every person or entity who or which is an Owner of fee or undivided fee interest in any Lot, but not including any Owner who has sold his interest in a Lot under an executory contract and no longer has possession of his Lot. During the time any such executory contract is in force, the contract vendee shall be considered to be the Member rather than the contract seller. When more than one person holds an interest in a Lot, all such persons shall be Members.

1.9 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.10 “Property” shall mean and refer to all of the property described as follows, together with such other land as may be added and excluding land removed hereunder by the terms of this Declaration:

Lots 1-27, Block A, Cherese Woods Addition, Sedgwick Co, KS

1.11 “Residence” shall mean newly constructed, single-family dwelling.

1.12 “Structure” shall mean and include anything or device, the placement of which upon any Lot may affect the drainage or appearance of such Lot, including, by way of illustration and not limitation, any building, garage, gazebo, porch, shed, boat dock, greenhouse or bathhouse, covered or uncovered patio, screening materials, swimming pool, tennis court, light pole, clothesline, sandbox, radio or television antenna, fence, curbing, paving, wall, satellite dish, signboard, mailbox and related structure, or any temporary or permanent improvement to such Lot. “Structure” shall also include any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of surface water from, upon or across any Lot, in accordance with the master drainage and grading plan for the Property as referenced below, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and any change in the grade of any Lot other than in accordance with drainage guidelines, standards and plans established by the Developer, the applicable ACC, the municipality having jurisdiction over the Property or the Lot specific drainage plan, whichever are most stringent.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. The Association shall have as Members, only Owners. All Owners shall, upon becoming such, be deemed automatically to have become Members, and there shall be no other qualifications for membership. Membership shall be an integral part of and shall not be separated from, the ownership of any Lot.

2.2 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. Each Member of the Association’s shall have one (1) vote for each Lot owned by the Member, subject to the following exceptions and conditions:

A. When any such Lot is owned or held by more than one (1) Member as tenants in common, joint tenancy or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot, and if such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot, fractional

votes shall be permitted, but in no event shall more than one vote be cast with respect to any Lot.

B. Any Member who is in violation of Article II (including, but not limited to, the failure to timely pay assessments or other sums due hereunder), as determined by the Boards, shall not be entitled to vote on any proposal regarding assessments or fees during any period in which such violation continues. The Board shall be the sole judge of the qualifications of each Member to vote by verification of the current Accounts Receivable Report.

C. Notwithstanding the foregoing, Developer shall be entitled to six (6) votes for each single Lot owned by it.

D. The Board shall adopt such Bylaws, consistent with the terms hereof, the Articles and the laws of the State of Kansas, as it deems advisable for any meeting of Members with regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and such other matters concerning the conduct of meetings and voting as it shall deem proper.

2.3 Formation. The Developer shall have the right and its sole and exclusive option to perform duties and assume the obligations of, levy and collect the assessments for, and otherwise exercise the powers herein given to the Association, in the same way and manner as thought all of such powers and duties were hereby given to the Developer. The Developer may, by appropriate written instrument made expressly for that purpose, assign or convey to a third party any portion or all of the rights, reservations and privileges herein, and upon such assignment or conveyance being made, such third party or Association shall exercise and assume such assigned in writing by the Developer.

ARTICLE III

COVENANTS CONCERNING ASSESSMENTS AND LIENS

3.1 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operating, maintaining, caring, insuring, improving and conducting such other activities as the Association shall deem appropriate, and to afford the Association the means and resources necessary to carry out its rights, duties and functions, the Board shall have the right, in each year, but subject to the exemptions provided below, to assess against each Lot and each Owner thereof, a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof. The general assessment may be paid annually as specified by the Board from time to time. Initially, the general assessment shall be in the amount of Four Hundred and Eighty Dollars (\$480.00) per year to be paid the first day each calendar year commencing January 1st of each calendar year. Assessments for any partial year shall be

prorated. Subject to the exemptions specified herein, the obligation of each Owner to pay assessments hereunder shall commence on the date title is conveyed to such Owner and is not dependent upon there being a residence erected thereon.

3.2 Basis of Assessment; Exemption; Initiation Fee; Proration

A. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners; except that in view of the substantial expenditures incurred by Developer and any properly licensed general contractor owning a Lot for the purpose of constructing a residence thereon and offering the same for sale shall be exempt from imposition of any assessment, whether general or special, with respect to any Lot so long as Developer or such contractor hold legal title thereto (provided, the assessment exemption for such general contractors shall not exceed beyond eighteen (18) months from the date of an applicable Lot is conveyed to such contractor and may only be waived at the sole discretion of the Developer.).

B. At any time legal title to a lot transfers, the association shall levy and collect an initiation fee in amount of Two Hundred Dollars (\$200.00) from the purchaser of each Lot. Such initiation fee shall not be considered a "transfer Fee" for the purposes of Section 58-3821 of Kansas Statutes and shall be specifically excluded from the application of that statute per subsection 58-3821 (a)(2)(G) therein, provided the requirement to pay the initiation fee shall not apply to either:

- i. the transfer by Developer to an affiliated entity, or the transfer of the Developer's interest as developer of the Property; or
- ii. the transfer of title to any Lot to a properly licensed general contractor for purposes of constructing residence thereon for the purpose of offering the same for sale; or
- iii. if after a 18-month period from the date of the transfer of title, the general contractor has not sold the Lot, the general contractor will be subject to the annual assessment until the Lot is sold.

C. In the event any Lot would be subject to a general or special assessment in any calendar year, if it were not for an exemption available under subparagraphs A and/or B immediately above, at such time as such exemption is no longer in effect during such calendar year, the applicable assessment shall be prorated for such year (based on the remaining portion of such year) and be paid by the then Owner.

3.3 Limitations on General Assessments.

A. The maximum general assessment for any year may not be increased for any subsequent year by the Association, to an amount which is more than twenty percent (20%) compounded above the annual assessment for the previous year, without a vote of the membership of the Association.

B. The general assessment for any year may be increased to an amount greater than that permitted by subparagraph A of this Section only upon the affirmative vote of Members holding more than two-thirds of the total authorized votes represented at a duly called meeting who are voting in person or by proxy.

C. The Board may not fix the annual assessment at an amount in excess of the amounts permitted hereunder.

3.4 Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid except upon the approval of Members holding at least two-thirds of the Members present, in person or by proxy, at the meeting duly called for the purpose of approving the same. Further, the Board shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach results in an expenditure by the Association for repair or remedy of such breach. Any special assessments shall be payable in full (unless a schedule for payment in installments is specified) on the first day of the calendar month next following the date that the same shall be established by the Association.

A. Additional Assessments for Lake, Pond or Body of Water Lots. Any of the Owners of Lots on Lake, Pond or Body of Water may petition the Developer or Association in writing to poll the other Lake, Pond or Body of Water Lot Owners regarding maintenance or improvement issues for the Pond, Lake or Body of Water along with an expense estimate. The Developer or Association will then poll the other Lake, Pond or Body of Water Lot Owners. If Two-Thirds (2/3) of the Lake, Pond or Body of Water Lot Owners approve the plan, it will then be initiated. All Lake, Pond or Body of Water Lot Owners will be responsible for their equal share of the cost. After collection of 100% of the funds, the project will be contracted. Should any Lake, Pond or Body of Water Lot Owners not pay their equal share, the other owners shall have the right to invoke the provisions of Section 10.12 A. It is specifically provided that only the Lake, Pond or Body of

Water Lot Owners will be subject to any assessments regarding Lake, Pond or Body of Water maintenance or improvement projects, as herein mentioned.

3.5 Collection and Expenditures. The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may, in addition to such assessments, charge and assess costs and expenses, including reasonable attorney's fees, and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided in this Declaration and the Articles and Bylaws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

3.6 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and shall automatically constitute a lien on the applicable Lot and shall so continue until the amount of said charge and assessment, together with all costs, late fees, fines, penalties and interest as herein provided, has been fully paid or otherwise satisfied. The Association may cease to provide all and any services provided by or through the Association with respect to any Lot during any period that an Owner is delinquent in the payment of any sum due under this Declaration, or due to any other default hereunder, and no such cessation of services shall result in reduction of any amount due from the Owner before, during or after such cessation. No claim of the Association for assessments or other charges due hereafter shall be subject to setoffs or counterclaims made by any Owner.

3.7 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest costs (including attorney's fees and expenses) fines and late fees, which have accrued thereon, a description of the Lot against which the same as been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association. Upon payment or other satisfaction of said assessment, interest, late fees, fines and costs and expenses in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and release of the lien thereof.

3.8 Right of Association to Enforce Payment of Assessment. By the acceptance of title to a Lot, each Owner shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of assessments, charges or fines and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonable incurred in enforcing its rights hereunder. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or documentation associated therewith (whether such liens are now in existence or are created at any time in the future) the benefit of any redemption, homestead or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.

3.9 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. Each current and future Owner hereby consents to the foreclosure procedures specified in this Article. In any action to foreclose any such lien, the Association shall be entitled to its costs and expenses, including reasonable attorneys' fees, and expenses, and such late fees, fines and accrued interest for delinquent charges and assessments as shall have been established by the Association. The Developer and/or the Association shall have the right to bid on a Lot at the foreclosure sale. The foreclosure proceedings with respect to liens established pursuant to this Declaration, may be foreclosed at any time within fifteen (15) years following the filing of the Notice of Delinquency, provided, if at the expiration of such fifteen (15) year period suit shall have been instituted for collection of the assessment, the lien shall continue until payment in full or termination of the suit and resale of the applicable Lot.

3.10 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been, or may hereafter be, given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure.

3.11 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each Owner of each Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each general and special assessment, late fee, interest and fine levied against such Lot during the period of ownership and for all other payment obligations specified in this Declaration.

3.12 Late Fee and Interest on Delinquent Assessments. In the event assessment charges (general or special), fine or other sums due under this Declaration shall remain due and unpaid thirty (30) days after the same are due the Owner shall be charged a late fee of five

percent (5%) of the unpaid amount and the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, or such other rate as may be established from time to time by the Board, provided, however, that such interest rate shall never exceed the maximum allowed by law.

ARTICLE IV

USE, OCCUPANCY AND CONDUCT RESTRICTIONS

4.1 General. The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials; to ensure the best development of the Property; to encourage and secure the erection of attractive homes of appropriate size and appearance thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets and adequate free space between Structures; and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots.

4.2 Construction Requirements. No Structures shall be erected, altered, placed or permitted to remain on a Lot subject to this Declaration other than Residences, which meet local or International Building Code (IBC) building codes. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot. There is a Twenty-four month (24) requirement as to when construction must commence on a Lot after closing. Thereafter, buyer shall diligently pursue construction until completion. At the sole discretion of the Developer, Builders buying multiple lots may be exempt. Developer is exempt.

A. Materials: Size, Basement and Roof. As to all Lots, but subject to such waivers or modifications as are permitted by the ACC, the applicable construction requirements shall be as follows:

- 1) Containing not less than the above grade finished square footage listed below:
 - a) Lots 1-10 and 25-27 Block A: 1,400 SF main level, minimum 3-car attached garage
 - b) Lots 11-24, Block A: 1,500 SF main level, minimum 3-car attached garage

- c) A two-story residence shall have a minimum of 1,800 SF of living area and a minimum of 1,200 SF of living area on the first level.
- d) All homes with basements must contain a minimum of 80% of the main level finished square footage, excluding porches, decks and garage.
- e) Homes without basement on slab, must contain not less than 2,000 finished square feet, minimum 3-car attached garage.

2) Other construction requirements:

- a) The roof pitch for single story house must be a 6-12 pitch or steeper.
- b) Exterior walls and facings of all Structures, buildings and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, wood siding, wood paneling, vinyl or steel siding, or any combination thereof. All homes must have a minimum of 50% of the front facade of the home finished with brick, stone or stacked stone unless the home has a stucco or stucco like exterior. Exterior paint color must be approved by the ACC.
- c) No flat roofs. No metal roofs. All roofs shall use minimum 30-year shingle, “Weathered Wood” or such other composition roofing materials as are approved in writing from time to time by the ACC.
- d) Window frames shall be wood, metal or vinyl or other composition materials as approved from time to time by the ACC.
- e) All driveway Culverts must meet County Engineering Guidelines and Developer’s Master Drainage Plan. Driveways must be paved from the road to the Residence.
- f) No permanent buildings shall be constructed or placed on or within said Drainage Reserves B, C, D, or Wetland Preserves, nor shall any fill, change of grade, channel, excavations or any other similar work be carried on.
- g) Must have Alternative Onsite Wastewater Disposal System, permitted by Sedgwick County and must sign the Restrictive Covenant at MABCD (Metropolitan Area Building and Construction Department) when applying for building permit. Must agree per MABCD Restrictive Covenant the following:
 - i) Agreeing to a continuing maintenance contract for the alternative onsite wastewater disposal system.

- ii) Pay an annual operating permit fee to MABCD.
- iii) Provide all documentation regarding maintenance of the system at the time of annual permit renewal.
- iv) Allow MABCD to collect effluent samples to insure that said system is performing as designed.

B. Initial Policy Guidelines. The following initial policy guidelines have been established for the Lots, and the same may be waived, changed or revoked from time to time by the ACC but without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the ACC to determine current policy guidelines.

i) Outbuildings, including garages and storage sheds incidental to residential use of the Lots are permitted. The exterior of all outbuildings less than 1,000 SF must be constructed of the same material as the Residence and need the front facade to have matching brick, stone or stacked stone and have roof pitch and a minimum one (1) foot soffit to match the Residence. All outbuildings must be constructed with new materials in a good and workmanlike manner and the design must be architecturally compatible with the Residence on site and approved by the ACC. The location of any outbuildings less than 1,000 SF may be no closer than the front facade of the home or behind the dwelling and no closer than forty-five (45) feet to front property line and ten (10) feet from the side and rear property lines. Outbuildings over 1,000 SF must be in alignment with or behind the furthest point of the back of the Residence and must have a minimum one (1) foot soffit to match the Residence. Galvanized roofs and siding are not allowed. On any improvement, if an additional permit is required by any appropriate governing authority, the permit will be obtained by the Owner prior to the construction. All buildings shall be arranged in a neat and orderly fashion so as to enhance the appearance of the Property. Owners of improvements shall keep the same painted, repaired and properly maintained and will not permit the accumulation of junk or trash anywhere on the Lots.

ii) Front yard areas, exclusive of improvements, shall be at least 80 percent (80%) Bermuda, zoysia, buffalograss and tall fescue or Association approval.

iii) As soon as practicable, but in any event, no later than the planting season immediately following the completion of a Residence on a Lot, the Owner thereof shall plant a lawn and at least twelve (12) perennial shrubs

and/or bushes and trees on the Lot, with a minimum of at least two (2) trees being planted in the front yard of the Lot and the trunk of each tree being a minimum of one and one-half inches (1.5”) in diameter.

iv) Pad elevations and all exterior drainage shall be verified by Developer’s engineering survey firm at the cost of the Owner at time of construction and any deviation there from and any resulting liability, damage or costs incurred as a result thereof, shall be the responsibility of the Owner. Culverts installed for driveway access to all Residences shall be of the type specified by the Developer, and shall be installed in accordance with the requirements of Sedgwick County and the master drainage plan for the development.

v) In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the ACC.

vi) All vegetable gardens shall be in the back yards and shall not be in any drainage easements or reserves.

vii) Dog runs must be screened from view from neighboring Residences with fencing or other appropriate materials approved by the ACC.

viii) All exterior wood surfaces on homes (excluding decking) must be painted, stained or sealed.

ix) All basketball backboards shall be either white or glass and shall be placed or installed only in the rear yard, unless otherwise approved by the ACC. All basketball backboards and supports shall be approved by the ACC prior to installation. No temporary or movable basketball pole/backboards/goals shall be placed or allowed to the front of the residence, whether on driveway, street or patio area or in yard.

x) All recreation and play equipment shall be located in the rear of any Lot.

xi) All firewood stacks in excess of 2 cords of wood shall be screened from view from neighboring Lots, and no stack shall exceed six feet: 6’ in height.

xii) Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot if so approved by the ACC; provided that the same shall not exceed one story in height and are allowed by applicable building codes. No permanent structure, with the exception of

an approved dock, will be allowed in Reserve B. No permanent structures will be allowed in the Wetland Preserve.

xiii) Any temporary covering of a swimming pool, tennis court, patio or otherwise, of a rigid or “bubble” type shall be deemed a Structure that is subject hereto.

xiv) All forms of sculpture or “yard art” must first be approved by the ACC.

xv) Each home must have a street address which is clearly posted at all times.

xvi) Mail box Structures, other than cluster mail boxes installed by the postal service, shall be approved by the ACC prior to construction. They must be made out of the same stone, brick or stucco that match the front of the home façade. Please refer to Attachment “A” for design standards and placement.

xii) All trash and refuse container must be stored out of site on non-trash pick-up days. Storage areas shall be installed at a location approved by the ACC and shall be screened in a manner approved by the ACC to include material. Deciduous plantings, lattice or pallets are prohibited.

xiii) The Board may select from time to time a single company to provide trash removal service for all residences on the Lots and shall post conspicuous notice of such decision within the Property. Within ninety (90) days after such company is selected, each Owner shall begin to utilize the company identified by the Board to provide trash removal service at such Owner’s Lot and continue to use such company exclusively until such time as the Board designates a different trash service company or notifies the Owners that it is no longer necessary for all Owners to utilize the same trash removal service company. Each Owner shall be responsible for paying all costs and fees associated with trash removal services related to such Owner’s Lot. In the event at any time and from time to time the Board determines to change the company providing such trash removal service for the Lots, the Board shall post conspicuous notice of such change at least ninety (90) days in advance of such change and on or before the expiration of such ninety (90) day period, each Owner shall switch its service exclusively to the other company specified by the Board.

xix) No window shall contain reflective material such as aluminum foil.

4.3 Rules and Regulations. Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Property. The Board shall have the authority, from time to time, to adopt, amend and enforce Administrative Resolutions in regards to covenant enforcement and general assessment collections in accordance with K.S.A 58-4617(a)(1)(2).

4.4 Damage to Monuments, Lots, Etc., Prohibited. No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the street right-of-way, the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage to any other Lot or street right-of-way in connection with the construction of Structures on such Owner's Lot, including, but not limited to, damage to lawn areas, monuments, real estate marketing signs, drainage, utility easements, drainage reserves, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. The Owner/Developer and/or Association shall maintain and cause to be repaired any improvements located within Reserves "C" and "D". Owners are hereby advised that DIG SAFE (a service which may be consulted in advance of excavation to locate existing utility lines) does not identify sprinkler system lines or other underground electrical or plumbing lines which have been installed.

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

4.6 No Storage; Trash. No trash, ashes, dirt, rock, tires, engines, coolers, pallets, wood or other refuse or items not used on a daily basis may be thrown or dumped or stored on any Lot. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

4.7 No Businesses Allowed. Except as otherwise specified in this Declaration or as authorized herein or by the Board, no retail, wholesale, manufacturing or repair business of any kind, shall be permitted on any Lot or in any residence or appurtenant Structure erected thereon, even though such activity does not include the employment of any additional person or persons in the performance of such services. The following home occupations are hereby approved: residential home building contractors; Amway, Avon and similar sales representatives; child care; and realtors, so long as insubstantial traffic (that is, except in circumstances otherwise determined by the Developer to be appropriate due to applicable parking limitations, no more

than four (4) vehicles parked at the residence by visitors in relation to such business activity at any one time) is associated with such activities.

4.8 Temporary Buildings. No basement of a partially completed residence, tent, shack, garage, barn or outbuilding erected on a Lot covered by this Declaration shall at any time be used for human habitation, temporarily or permanently, nor shall any Structure of a temporary character be used for human habitation.

4.9 Used Houses; Trailers. No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon the Property, nor shall any trailer, manufactured or modular home be moved, placed or permitted to remain upon a Lot subject to this Declaration; provided that Developer may install for construction, administrative and sales purposes a trailer upon a Lot(s).

4.10 Animals. No birds, chicken, livestock, animals or insects, except dogs, cats or other household pets, shall be kept, bred or maintained on any Lot except a reasonable number of commonly accepted household pets approved by the Developer. Under no circumstances shall any commercial or agricultural business enterprise involving the use of breeding animals be conducted on the Property. The Developer 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, and the Owners shall strictly comply there with. Dogs, cats and all other pets or animals shall be confined at all times to the Lot 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 properly immunized as required by applicable ordinances, codes and laws. Owners may have up to 4 dogs or cats or any combination of the two, not to exceed a total of 4. Owners must prevent such animals from barking or making other noises at any time which the Association determines are annoying or a nuisance to neighbors. No vicious animals or animals that are a nuisance or pose a threat to others are allowed. All animals shall be deemed to be a nuisance when a petition is signed by 2/3 of the Owners of the Property described in these covenants. Any animal declared a nuisance will be removed immediately.

4.11 Signs, Marketing and Development Branding Signage. Except for those installed by Developer, its marketing representatives or builders or contractors as authorized by Developer, no signs, advertisements, billboards or advertising Structures of any kind may be erected or maintained on any of the Lots with the exception of home security alarm signs not to exceed twelve (12) inches by twelve (12) inches in size; provided, however, that permission is hereby granted for the erection of unlighted, temporary, standard sized signs by real estate firms for the sole and exclusive purpose of advertising for sale or lease the Lot and residence upon which it is erected and improvements thereon, if any. Until the developers of this Development or any extension to the development sell the last Lot, the Developer may place marketing signs on any Lot they have sold. The Owners agree to maintain the grounds around those signs. The Developer shall be responsible for the maintenance of the signage. Should the Developer decide

to build any branding signs or monuments to permanently identify the development, they may do so on any location they chose near an intersection. The Association is responsible for any future maintenance of that sign.

4.12 Sight Lines. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building setback lines established on the plat of the Property. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any Lot corner. Trees, shrubs and other plants which die shall be promptly removed from property.

4.13 Antenna. Except as authorized by the Developer and/or Association, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no Owner shall erect any Structures, either permanently or temporarily, upon the Lots; provided, notwithstanding the foregoing, an Owner may install within his or her Lot a television satellite dish having a diameter of not more than twenty-four inches (24"), so long as the location of such dish is satisfactory to the ACC. Should any part or all of the restrictions set forth in this Section be unenforceable because the same violate a statute or the First Amendment or any other provision of the United States Constitution, the ACC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonable control of the impact of such projections within the Property and any such rules and regulations shall be binding upon all of the Lots and the Owners thereof.

4.14 Vehicles and Trailers. No exterior parking of any boats, boat trailers, house trailer, camper, recreational motor vehicle, camper trailer, motor coach or commercial vehicles larger than a ¾- ton pick-up or more or similar items may be stored or permanently, continually or regularly parked on any street, driveway or in the open on any Lot. All above stated in Section 4.14 must be stored in a storage or outbuilding that has been approved by the ACC or stored offsite. No junk vehicle shall be stored outside on any Lot. Any outside repairs to vehicles must be completed within forty-eight (48) hours.

4.15 No Joyriding. Motor scooters, mini-bikes, go carts, ATV's or similar vehicles shall be operated for transportation only, and no joyriding on the streets or any Lot.

4.16 Requirement to Keep Lot in Good Order and Repair; Certain Owners' Each Owner (other than Developer; provided it shall cause all Lots owned by it to be mowed periodically) shall keep all Lots owned by it, and all improvements therein or thereon including utility and drainage easements, and Reserves in good order and repair, including, but not limited to the seeding, watering, and mowing, trimming and edging of all lawns, the pruning and cutting of all trees and shrubbery, weeding of flower beds and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Property. Those Lot Owners with Wetland Preserve difficult to mow shall

have the option to maintain them in their natural state with weed control. Furthermore, except as may be otherwise approved by the Association, each Owner of a Lot which is contiguous to a street right-of-way (other than an arterial street right-of-way on the perimeter of a portion of the Property) shall seed, water, mow and otherwise maintain in good, condition and appearance a lawn area between the boundary of such Lot and the street with such right-of-way. If, in the opinion of the Association, any Owner fails to perform the duties imposed by this Section, the Association, after fifteen (15) days written notice to Owner to remedy the condition in question, shall have the right, with possession of a court order, through its contractors and representatives, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements, and such Owner shall pay the Association for the cost thereof, together with additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand therefore, which payment shall be a binding personal obligation of such Owner and the Association may establish a special assessment and lien on such Lot for such cost and charge, together with interest thereon of fifteen percent (15%) per annum, or such other rate as may be established by the Association, however, that such interest rate shall never exceed the maximum allowed by law. The lien established as a result of this Section shall be superior to all other liens or encumbrances which may thereafter arise, excepting liens for taxes and other public charges as are applicable made superior.

4.17 Division of Lots Prohibited. Except by, Developer no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

4.18 Fences.

A. Developer may, and hereby reserves the right to, in its sole discretion, construct and install a fence, “living fence” (a combination of trees and other fencing or wall materials), wall or entrance treatment of a style and of materials satisfactory to the Developer, in its sole discretion, within any fence or wall easement areas, any entry areas shown on the plat of the Property, within other easement areas established by other easement instruments. No fencing will be allowed within the Easterly 50 feet of Lots 5,6,7,9,10, and 11 Block A for the purpose of maintaining and repairing a landscaping berm easement. Nor shall access over and along be obstructed or partitioned in any way nor dirt borrowed or added that might impede access. With respect to any Lot on which Developer has constructed an entry monument, fence, “living fence” or wall, or berm, the Owner(s) may not install or construct any fence or wall which is visible from adjacent streets without the approval of the Developer or the ACC.

B. Except as provided in paragraph A immediately above and subject to paragraphs C and D immediately below, all Lots shall either be allowed to install an Alternating Cedar Board, or basket-weave fence constructed with eight inches (8") wide cedar boards (no flat fences) or wrought-iron fence or decorative PVC fence and shall not exceed six feet (6') in height. Fencing may not be installed to the front of a residence constructed on a Lot.

C. All fences shall be approved by the ACC prior to construction or installation on any Lot.

D. All fences installed within drainageways established by the master drainage and grading plan referenced in Section 4.20 shall have a minimum of four inches (4") clearance above the ground level (other than posts installed in the ground) in order to not divert or disrupt water drainage from Lot.

4.19 Model Homes and Real Estate Offices. Notwithstanding anything to the contrary appearing elsewhere in the Declaration, any Lot owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Property (including temporary, mobile, modular, prefabricated or a permanent Structure) until all the Lots have been sold to consumers for construction of Residences thereon.

4.20 Drainage. From and after the date of commencement of construction of improvements on a Lot, the Owner of such Lot shall cause such Lot to be graded so as to strictly comply with the master drainage and grading plan relating to the Lot. Developer has caused its engineering firm to prepare a master drainage and grading plan for the Lots, which plan may be revised by such firm from time to time, and each Owner shall strictly comply with the same. It is the responsibility of each Owner of each Lot to obtain from the Developer's engineering survey firm at the time of construction, a site plan which may show a minimum pad elevation and comply with the most recent master drainage and grading plan at the time of construction of a residence or landscaping such lot. No Owner shall place or install any Structures, including, but not limited to, trees, landscaping, sand boxes, gardens, retaining walls, in any drainage easement or channel. The ACC or persons designated by the ACC shall have the right to enter upon any Lot upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans and the Lot specific master grading and drainage plan, if so required or deemed necessary by the Developer's engineering survey firm or ACC. Each Owner is to follow our master grading and drainage plan as referred to in Section 7.3 below. A determination by the ACC concerning whether or not a Lot is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and; provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the ACC under this Section 4.20 upon specific request of any Owner and, in the event the

Developer so overrides a specific decision of the ACC, any subsequent reference in this Section 4.20 to the ACC shall refer to the Developer in lieu of the ACC. If the ACC determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the ACC shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If fifteen (15) days after the notice of such violation, or such additional time as may be specified by the ACC, the Owner of such Lot shall not have taken reasonable steps to correct the same, the ACC shall have the right, through its agents and contractors, to enter the Lot and take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the ACC for the costs of such compliance and pay the ACC a fee equal to twenty percent (20%) of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the ACC may establish a special assessment and lien on such Lot for such cost and charge, together with interest thereon of fifteen percent (15%) per annum, or such other rate as may be established by the ACC, however, that such interest rate shall never exceed the maximum allowed by law. The lien established as a result of this Section shall be superior to all other liens or encumbrances which may thereafter arise, excepting liens for taxes and other public charges as are applicable made superior. It is not the Developer's responsibility or obligation to enforce compliance with the master drainage and grading plans. The ACC shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master drainage and grading plan or any approved Lot drainage and grading plan or for the applicable ACC or the Developer not requiring a Lot drainage and grading plan or compliance therewith or for the quality or compaction of the soil.

4.21 Water Encroachment; Flood Insurance. Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from Residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yard, trees, vegetation, fences, gazebos, patios, playground equipment or other improvements or installations of Structures within the Lot. Some Lots may have previously been located in a designated floodplain, in which situations the Developer, or another party, has caused the same to be removed from the floodplain by increasing the elevation thereof with fill as required by the Sedgwick County, Kansas, the Kansas Department of Water Resources, the Federal Emergency Management Agency and any other agency having jurisdiction thereof. Prior to construction of a residence or other Structures on any such Lot, the Owner thereof is encouraged to verify, through its contractor, compliance with the requirements of such County/City and the other applicable agencies, consider inherent risks and determine whether to obtain and maintain flood insurance. Neither Developer nor the ACC, building contractor or brokers involved in the development of

the residential area, sale of the Lot or construction of a residence on a Lot, shall have any liability for any such damage resulting from such water encroachment.

4.22 Airport. The Property may be located in the vicinity of an airport. Each purchase of a Lot assumes that risk (if any) associated therewith.

4.23 Artificial Vegetation. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

4.24 View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any Structure, planting material or other item on any other part of the Property, which is permitted by this Declaration, because such Structure, planting material or other item obstructs any view from such Owner's Lot.

4.25 Erosion; Water Pollution Control Permit and Related Matters; Compliance With Laws. Each Owner shall comply strictly with any law or ordinance regarding erosion or runoff, including, if applicable, a Stormwater Pollution Prevention Ordinance, the Kansas Water Pollution Control General Permit And Authorization To Discharge Elimination System or similar ordinance or law adopted by the city or other governing body having jurisdiction over the Property. Such permit, laws, and regulations, together with laws and ordinances of the city and county in which the Property is located, require that erosion and sediment control measures be implemented in connection with construction activities on such Lot, including, but not limited to, site work such as clearing, excavating and grading the Lot, in order to eliminate or substantially reduce storm water discharge, the discharge of pollutants and water quality violations. Significant penalties may be imposed in the event activities on any Lot are not conducted in full compliance with the aforementioned permit, laws, regulations and ordinances. Each Owner agrees to conduct activities, including construction activities, on his or her Lot strictly in accordance with but not limited to, those referenced above, by reason of the aforesaid permit, regulations, rules and ordinances and shall indemnify and defend Developer and the ACC from any consequences of such Owner's, or his contractors' or subcontractors', failure to so comply, including but not limited to all damages, liabilities, fines, penalties and costs and expenses, including reasonable legal fees and expenses.

4.26 Approved Builder; Marketing Fee. Any Owner desiring to construct the initial residence and related improvements on a Lot must obtain Developer's written approval concerning the building contractor construction of such residence and related improvements, which approval shall be made in Developer's sole discretion based on the experience and history of the contractor in connection with construction of Residences within subdivisions of comparable quality with the Property and such contractor's financial condition. Each approved builder and or lot owner will be required to sign a Deed Attachment containing the following: Grantor's conveyance to Grantee is further subject to the following conditions, which conditions

constitute covenants running with the land and are Binding upon Grantee, it's successors and assigns and all subsequent owners of the land conveyed. A. Grantor's Option to Repurchase. B. Only Approved Builder's Allowed. C. Prior Architectural Approval Required. D. Payment of Brokerage Fee. Each Owner is hereby informed that, among other things, an approved builder is required to pay a marketing fee (the "Marketing Fee") based on the total consideration to be paid and delivered by Owner for the construction of the initial residence and improvements on the applicable Lot and if such builder and or lot Owner fails to pay the same, the Owner of such Lot shall be required to pay the delinquent amount. The Marketing Fee shall be paid at the time of substantial completion of such initial residence, and related improvements or not later than five (5) days prior to the occupancy thereof, whichever occurs first. The specific party to be paid the Marketing Fee and the calculation of the Marketing Fee is included in an Addendum as part of the initial sales contract concerning a lot. Any Owner or prospective Owner, desiring further information concerning a Lot should contact the marketing representative for the Property.

4.27 Off Street Parking. Each of the Lots shall provide four (4) off-street parking spaces for each Residence within the garage and driveway areas.

4.28 Laundry. No clothing or any other household fabric shall be hung in the open on any Lot.

4.29 Notice of Non-compliance and Hearing. Upon receipt of an allegation of a Lot's non-compliance under Article IV, USE, OCCUPANCY AND CONDUCT RESTRICTIONS, the Board shall review the allegation and determine if action is necessary. If the Board determines that action is necessary, the Owner of the Lot shall be notified in writing of the allegation and the Owner shall have ten (10) days to request and receive a hearing with the Board to dispute the allegation. If the Owner's dispute of the allegation is without merit, the Board shall notify the Owner in writing of the Boards' determination of the Lot's non-compliance.

The Owner shall have ten (10) days from the date of the notice of non-compliance to bring the Lot into compliance, determination of compliance to be in the Board's sole discretion. In the event the Lot is not in compliance within ten (10) days of the notice of non-compliance, the Owner shall pay the Association an amount equal to \$50 per non-compliance, not as a penalty but as liquidated damages for the for the Owner's breach of the Declaration. Such amount due shall become a lien on the Lot as soon as it is due and payable; provided, however, such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may here be placed on the Lot. In the event of Owner's failure to pay the amount due within thirty (30) days from the date levied, then such amount due, from the thirtieth (30th) day after levy shall bear interest at ten percent (10%) per annum. The liquidated damages provisions of the Section 4.29 shall be in addition to, not in lieu of, the right of Declarant, the Association or any Owner to enforce, by proceeding at law or in equity, all covenants, conditions and restrictions per Section 4.29 of the Declaration.

4.30 Water Levels in Lakes, Ponds or Bodies of Water. There is no assurance that lakes, ponds and other bodies of water within the Property, if any, shall continue in the future to contain water levels consistent with the levels existing on the date hereof and, in fact, such lakes, ponds and bodies water may at some point in the future become dry or substantially empty of any water. Neither Developer, the Association, the Board nor any officer or employee of Developer or the Association shall have any liability or responsibility to Owners for any change in the water levels in any such lakes, ponds or bodies of water, including if such bodies of water become dry or substantially empty of water.

4.31 No Disturbance of Streams. No lake, pond, stream or water drainage facilities, natural or erected within the Lake, Pond or Body of Water shall be disturbed other than by Developer or the Board including any channel changes, excavations or fill within Reserves and Wetland Preserve.

4.32 Usage of Lake, Pond or Body of Water. Accordingly, in order to promote safety, rules as outline in Article 4, Section 4.33 of Chereese Woods Covenants regarding the use of the Lake, Pond or Body of Water must be promulgated and enforced. The rules and regulations are designed to protect the member's investment in their property and provide a measure of assurance and safety regarding the permitted use of the Lakes, Ponds or Bodies of Water.

4.33 Lake, Pond or Body of Water Regulations. The Association shall have the authority to make and enforce regulations and general rules pertaining to the use and maintenance of the Lake, Pond or Body of Water. Each lot Owner with a reserve that is part of the Lake, Pond or Body of Water is responsible for the maintenance of their shoreline including Wetland Preserve owners. Lake, Pond or Body of Water Owners with a reserve shall have certain rights, privileges and obligations not applicable to the other lot Owners bound by these covenants, as listed below.

- A. These lot Owners and their guests shall have the right to use the entire body of water for boating and fishing.
- B. Only use the water. Use of any land not owned by lot owner for any purpose is expressly prohibited.
- C. Each member is solely responsible for informing children, family and guests of the rules and regulations for the Lake, Pond or Body of Water. All Members, their guests, and their invitees or other authorized parties who utilize the Lake, Pond or Body of Water for recreation, do so at their own risk and assume all liability for their own actions in pursuing all Lake, Pond or Body of Water recreational activities. The Developer, the Association, the Board nor any officer or employee of Developer or the Association, shall not have any liabilities or responsibilities for the acts or omission of any persons with regard to activities within the Lake, Pond or Body of Water and all such persons conducting activities

within the Lake, Pond or Body of Water are deemed to have released and held the Developer, the Association, the Board nor any officer or employee of Developer or the Association harmless from such liabilities or responsibilities.

D. Definition of Guest Member: Children, Family, and Friends of an Association Member who has been given permission to use the lake by the Association Member.

E. Should a Member or Member Guest violate any published Lake, Pond or Body of Water rules or regulations, the Association will notify the Member in writing of the violation, and should the Member receive more than two (2) notifications of violations in a six (6) month period, the Member will be suspended for a period of one (1) year from use of the Lake, Pond or Body of Water. An affidavit has been filed with the Sedgwick County Sheriff's Department for enforcement and removal of any unauthorized person or persons using the Lake, Pond or Body of Water without permission of the Association.

F. **General Rules**

1. Boats, rafts, canoes, sailboats, surfboards, paddleboats may be used. Trolling motors only. The Association shall, by the rules established by the Board, as implemented and modified from time to time, specify what, if any, types and sizes of boats, rafts, canoes, sailboats, surfboards, paddleboats or other watercraft that may be operated within the Lake, Pond or Body of Water.
2. Fishing will be permitted and is subject to the rules and regulations that have been established by the Association, which may change from time to time.
3. There shall be **No Swimming Allowed.**
4. No trash, waste, sewage, or garbage shall be dumped into the Lake, Pond or Body of Water.
5. No aquatic vegetation shall be added to the Lake, Pond or Body of Water without prior approval of the Association.
6. No fish from any other lake or water source shall be added to the Lake, Pond or Body of Water without prior approval of the Association.
7. No activities such as skating, sledding, foot traffic or fishing will be allowed on the ice when the Lake, Pond or Body of Water is frozen. Stay off the ice.
8. No pets, animals or livestock of any kind are allowed in the Lake, Pond or Body of Water at any time.

G. Docks and Construction Requirements

1. Lot Owners may construct boat docks in the Lake, Pond or Body of Water, adjacent to their Lot. Prior to starting construction of a dock, all boat dock plans shall be pre-approved in writing by the Association.
2. The dock location must be at least 6 feet inside your lot side boundary lines, and out into the Lake, Pond or Body of Water far enough to rise and fall with the water level in the Lake, Pond or Body of Water, and yet be surrounded by water unless special circumstances exist, which would require approval from the Association.
3. All docks will be low profile and built as close to the water's surface as is practical.
4. All docks must thereafter be maintained in a first-class condition, as approved by the Association.
5. There will be no covered docks.

ARTICLE V

THE HOME OWNERS ASSOCIATION

5.1 Powers, Duties and Rights.

A. The Association shall have the rights and powers as set forth in its Articles and Bylaws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

B. The Board shall have the authority to assess Liquidated Damages for any violation of the provisions contained in the Declaration. Prior to assessing any fine the Board shall mail written notice to the last known to the Board concerning the noncompliant Owner. If the noncompliant Owner fails to cure the violation within fifteen (15) days following the mailing of such notice by the Board or if there is a reoccurrence of the violation during the fifteen (15) day period, then in addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant Owner and his or her Lot in an amount determined by the Board to be appropriate in its discretion and until paid in full, the fine shall accrue interest at the rate of fifteen percent (15%) per annum, shall constitute a lien on the noncompliant Owner's Lot, and shall be subject to enforcement and foreclosure in the same manner as a special assessment as referenced in Article III of this Declaration.

C. The Board shall have the right to employ on behalf of the Association a Management Company as enforcement personnel (which personnel shall have the right to determine whether violations of rules and regulations have occurred)..

5.2 Operations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and the Board may engage accountants, legal counsel and other consultants as may be reasonably necessary for the discharge of its duties hereunder. The Board must obtain Developer's written consent prior to incurring any costs for such parties which are not included in the Approved Budget.

5.3 Taxes and Assessments. Each Owner shall be obligated to pay the taxes or assessments assessed against such Owner's Lot and personal property located there prior to delinquency.

5.4 Opposition To Zoning and Other Matters. The Board, any member thereof and the Members of the Association shall not express any opinion on behalf of the Board or the Association pertaining to any applications or requests concerning rezoning, community unit plan approval and amendment, variances, or other land use activity relating to any land in the vicinity of the Property. This prohibition is necessary due to the fact that not all Board members or Members will have the same opinions concerning the applicable request or application. Nothing herein is intended to restrict any Member or member of the Board from expressing his or her personal opinions so long as they represent such opinions as their own personal opinion without indication that such opinions represent the opinion of the Association or the Board.

ARTICLE VI

EASEMENTS AND ACCESS CONTROL

6.1 Public Utility, Floodway, KDOT and Drainage Easements Dedicated. Easements for the installation and maintenance of all public utilities, fencing and for floodway and drainage on Lots are dedicated as shown on the recorded plat of the Property.

6.2 Some Easements Not Shown on Plat. Owners should not rely on the plat of the Property to determine the location of utility or other easements or rights-of-way. Such easements or rights-of-way are often created by separate instruments not shown on the plat and are disclosed on each Owner's title insurance policy.

6.3 Easements in Favor of Developer and Association. Developers specifically reserved unto itself, its successors and assigns, and for the Association, in connection the use, operation, construction of improvements and amenities, and maintenance of the portions of arterial street rights-of-ways, as provided herein and improvements thereon or therein, a perpetual, nonexclusive easement and right-of-way of the Lots and such street rights-of-way, for

the purpose of construction, maintaining, moving, repairing, replacing and rebuilding, including water lines, water wells, electric meters and lines, underground pipelines, drains and/or mains for the purpose of transporting gas, water, sewage and electricity over, across and through such Lots together with the right to excavate and level ditches and/or trenches for the location of said wells, lines, pipes, drains and/or mains. Additionally, Developer specifically reserves unto itself, its successors and assigns, and for the Association, a perpetual, non-exclusive easement and right-of-way to enter upon any Lot as reasonably necessary in order to construct, install, erect, maintain, improve, repair and/or replace any entrance treatment, landscaping berm, fence, wall, walkway, water wells, electric meters and lines associated therewith), or any signage pertaining to or serving the residential development within any wall, utility and/or drainage easement, drainage reserves, sign easements and Monuments shown on the current or any future plat of the Property or instrument duly recorded, or located on a Lot but, due to oversight, not actually located in the appropriate easement area. Developer may have installed a sign advertising the residential development on Lot. Developer, its successors and assigns, hereby retain an easement for the placement, and replacement, of any such advertising signage at any location until all Lots have been sold by Developer or its successors and assigns.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE: ACC

7.1 Committee. The ACC shall have responsibility for the review, approval or disapproval of all matters pertaining to the construction and completion of the initial residence and related Structures on each Lot. The ACC shall also review, approve or disapprove all specifications, plans and other matters pertaining to fencing; drainage matters referenced in Section 4.20 above and elsewhere; and (on a Lot-by-Lot basis) following completion of the initial residence and related Structures on a Lot, all specifications, plans and other matters for remodeling the initial residence and related Structures, including landscaping, and any additional new Structures to be constructed on such Lot.

7.2 Membership. The original three (3) members of the ACC shall be appointed by the Developer and consist of the Developer, Builder(s) and/or other Agents who will serve as an advisory ACC until such time they chose to resign. The Developer, at his sole discretion may contract with a third-party management company to act as ACC, or its successor in interest. Upon the death or resignation of any member of the ACC, or in the event Developer desires to remove any member, Developer shall appoint a successor. Successors to the ACC must be elected by the Board. Upon presentation of a petition signed by 2/3 of lot owners, the ACC must conduct an election to determine new ACC members. If any ACC members fail to serve on said committee, the remaining committee members may appoint a successor. The term for each committee member shall be indefinite. Members of said ACC shall serve without compensation.

The decision of a majority of the ACC shall be binding, provided, the ACC may delegate its rights and responsibilities hereunder to one or more of its members from time to time. Developer may relinquish its rights under this paragraph by executing and recording in the real estate records a written instrument giving notice of its intent to do so and providing a copy thereof to an office of the Association, in such event, the Association shall have authority of Developer under this paragraph.

7.3 Approval Required of Plans and Specifications. Except as otherwise specifically provided in this Declaration, prior to construction of the initial residence and related Structures on a Lot, no Structure shall be commenced, erected, placed, moved on or permitted to remain on such Lot, unless plans and specifications, grading elevations, square footage, exterior materials, exterior lighting, location, general landscaping plans, and exterior color scheme, therefore shall have been submitted to and approved in writing by the ACC. Subsequent to construction and completion of the initial residence and related Structures on a Lot, no existing Structure upon any Lot may be remodeled or altered in any manner which materially changes the exterior appearance thereof (including exterior color scheme) or Lot drainage and grading plan, nor shall any new Structure be placed on such Lot, unless plans therefore shall have been submitted and approved in writing by the ACC. The plans and specifications shall be in such form and shall contain such information as may be required by the ACC, including, as requested by such committee, (i) a site plan of the Lot or Lots, showing the nature, exterior color scheme, kind, shape, size, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grading plan for the Lot in accordance with the then current master drainage and grading plan for the Property. Should after submittal of grading plan, the developer's engineering firm require minimum pad elevations to improve drainage, such plan and changes will be at the Owner's expense. Plans and specifications shall be deemed to be submitted to the ACC at such time as the Owner requesting such approval shall deliver the same to a member of such committee and shall have obtained a written receipt from such member acknowledging receipt of the same. The ACC shall be deemed to have approved plans and specifications for which an Owner shall have requested approval if it has not notified such Owners of disapproval or the need for additional time for consideration within thirty (30) days following Owner's submittal to such committee. No approval of the ACC shall be deemed or implied to have been given hereunder; actual written approval from such committee is required.

7.4 Decision Final. Whatever shall be the decision of the ACC hereunder, its decision shall be final and conclusive. At his sole discretion, only the Developer, as long as he owns a lot, may override a decision by the ACC.

7.5 Rules and Statements of Policy. The ACC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of

policy with respect to approval or disapproval of such architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time, and no inclusion in, omission from, or amendment of any such rules or statements shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ACC discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter; provided, that (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and used of the Lot in question.

7.6 Right of Inspection. Representatives of the Board or ACC or any of its agents thereof may, at any reasonable time or time, 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 ACC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.7 Violation. If any Structure shall be constructed, remodeled, altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article VII, such construction, remodeling alteration, erection, maintenance, placement or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein, and, upon written notice from the Association, any such Structures so constructed, remodeled, altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If, fifteen (15) days after the notice of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the violation, the Association, after approval by a two-thirds decision of the Board, shall have the right, through its agents, contractors and representatives to enter upon such Lot and take such steps as may be necessary to extinguish such violation, and such Owner shall pay the Association for the cost thereof, together with an additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand thereof, which payment shall be a binding personal obligation on such Owner, and the Board may establish a special assessment and lien on such Lot for such costs and charge, together with interest thereon at the rate specified in Section 3.12

above, on such Lot for the cost thereof and enforce the same as provided in Article III hereof. The lien established as a result of this Section shall be superior to all liens and encumbrances which may thereafter arise, excepting liens for taxes and other public charges which are by applicable law made superior.

7.8 No Liability. Neither the ACC, the Developer, the Association, the Board, nor any office, director member, representative, designee, agent or employee thereof, shall be personally liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any mistake in judgment, negligence, nonfeasance, performance or nonperformance of any duties, the approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions pursuant to this Declaration, guidelines or the Association's Articles or Bylaws, responsibilities or functions under this Declaration, including, but not limited to, this Article and Section 4.21 hereof, or for any defect in any Structure constructed from any approved plans and specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Developer, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any of the aforesaid damages and hereby releases, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, nonfeasance, performance, nonperformance, approval, disapproval or failure to approve and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VIII

NOTICE OF POSSIBLE SPECIAL ASSESSMENTS

Notice is hereby given to each purchaser of a Lot that special assessments may be spread by the City of Wichita and Sedgwick County, Kansas, to Lots in the future, due to the installations of arterial streets, residential streets, lakes, ponds, sanitary and storm sewers, sidewalks, etc. Additionally, from time to time, the Lots may become subject to special assessment by reason of work performed by the City of Wichita and Sedgwick County to major arterial streets in the vicinity of the Property.

ARTICLE IX

ADDITIONAL LAND

Developer may in its discretion, from time to time, during the twenty (20) year period following the date hereof, annex additional real property, including additional Common Area,

into the Property, and thereby subject the same to the terms, provisions and conditions of this Declaration (as provisions hereof may be changed, altered, supplemented, deleted or modified solely as to the annexed land specifically by the document annexing such additional real property), by the execution and filing for the recordation with the Register of Deeds of the County in which the Property is located, of an instrument expressly an intention to so annex and describing such additional property to be so annexed. During the twenty (20) year period commencing with the date of the recordation of this Declaration, Developer, its successors and assigns, may annex such property in its absolute discretion. From and after the expiration of such twenty (20) year period, such additional land may be annexed; provided that such annexation is approved by a majority of the Members of the Association in attendance at a special or annual meeting of the Members.

ARTICLE X

MISCELLANEOUS

10.1 Provisions Binding on Grantees. The Association and each grantee hereafter of any part of portion of the Property covered by this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction rights and powers of the Association and Developer provided for in this Declaration.

10.2 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, conveniences and general welfare of the Owners. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the construction, use or occupancy of buildings or Lot; it is not the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the construction, use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

10.3 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restrictions, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

10.4 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification or amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to any third party and/or to the Association. The Developer's assignee shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and the extent stated therein. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of acts or omissions subsequent to the effective date of the assignment.

10.5 Waiver and Exceptions. The failure by the Association, Developer, and Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

10.6 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

10.7 Singular and Plural; Masculine and Feminine. The singular shall include the plural and the plural singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

10.8 Successors-in-Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

10.9 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Developer, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty-five (55) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by Owners of not less than seventy-five percent (75%) of the Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

10.10 Amendments. Amendments including waivers, modifications, alterations, removals, changes and additions hereto to this Declaration may be made by Developer, or its successors and assigns, in its sole discretion, from time to time, so long as Developer (or its successors and assigns) retains ownership of any of the Lots within the Property. Following the date Developer, its successors and assigns, no longer owns any of the Lots, any provisions contained in this Declaration may be amended, repealed, or additional provisions added to this Declaration, as follows:

A. Notice. Notice of the subject matter of the proposed amendment shall be included in a notice to the Owners of a meeting of the Association, at which the proposed amendment shall be considered.

B. Resolution. A resolution adopting a proposed amendment may be proposed by the Board or Developer. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Owners casting not less than two-thirds (2/3) of the aggregate number of votes cast by the Owners present at such meeting. Such votes may be cast in person or by proxy as provided for herein and in the Bylaws of the Association.

A copy of each amendment provided for in this Section shall be filed of record in the Register of Deeds of the County in which the Property is located. With respect to amendments following the date the Developer no longer owns any of the Lots, the Secretary of the Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment.

Notwithstanding the foregoing, so long as Developer, or any assignee thereof, owns one (1) Lot, any such amendment (including, but not limited to, those modifying any "Construction Requirements" contained in Section 4.2 above) shall require the written consent of Developer in order to be effective. No amendment by the Owners materially impairing the rights of any mortgage shall be binding on such mortgage unless consented to in writing by such mortgagee.

10.11 Mortgage Protection Clause. No breach of the covenants, conditions or restriction herein contained, nor the enforcements of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon an effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

10.12 Enforcement and Arbitration.

A. The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during the term of its, his or their ownership of a Lot).

B. The Developer, the Owner or Owners of any of the Property and the Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein and any rules or regulations established as permitted herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or the condition thereof, and (c) any claim asserted by the Association, an Owner or Owners, former Owner(s), and contract purchasers, against Developer for any reason and/or any real estate broker, agent or sales person participating in the sale of a Lot, shall be resolved solely and exclusively by arbitration in accordance with the American Arbitration Association(AAA) Rules, as modified from time to time, in accordance with the procedure set out below. However, the provisions of this Section 10.12 shall not either prevent a party from obtaining a temporary injunction (whether prohibitive or mandatory) from a court of general jurisdiction pending designation of the arbitrators, from, foreclosure or enforcement of any liens established pursuant to this Declaration or from enforcement of any order or decision of the arbitrators as provided herein. The arbitrator will be selected in accordance with AAA procedures. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

- i. The arbitrator so selected must be at least thirty-five (35) years old; may not be an Owner or occupant of a Lot; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.
- ii. The arbitrator may grant any remedy or relief the arbitrators deem just and equitable (including the granting of temporary or permanent injunction, whether prohibitive or mandatory) and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Kansas. If as part of any award any party is ordered to pay another party money, the amount to be so paid shall accrue interest at the rate of fifteen percent (15%) per annum from fifteen (15) days following the date of the award until the same is paid in full.
- iii. The losing party in any such arbitration proceeding, as determined by the arbitrators, shall pay the prevailing party's costs and expenses of

such arbitration, including, without limitation, reasonable attorneys' fees and costs. If no party is determined to have prevailed in such arbitration proceedings, then each party shall pay the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties, and each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof and the costs and expenses related thereto.

10.13 Exclusion of Applicability. The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Property, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily convenient for the business Developer.

10.14 Subdivision Disclosure And Purchaser Acknowledgement. Developer has prepared a Subdivision Disclosure and Purchaser Acknowledgement, concerning Chereese Woods ("Disclosure"), which discloses important information concerning the Property. The Disclosure is subject to change from time to time by the Developer or the Association. At the time any Owner transfer legal title to a Lot, such Owner shall, as part of the transaction, cause its transferee to execute the Disclosure and return the same to the Developer or the Association.

10.15 Twin Homes; Multifamily; Commercial And/Or Industrial Development; Opposition To Zoning and Other Matters. Each Owner is hereby advised that real property in the vicinity of the Property may be developed and operated for twin homes, apartments and other multifamily, commercial, office or industrial purposes or purposes other than for single family Residences. Each Owner is responsible to inform himself or herself concerning the possibility of such developments or uses on any such real property. Developer does not have any responsibility to advise the Owners or the Association concerning any actual or proposed zoning or other land use proceedings relating to any real property located within or outside of the Property. The Board, any member thereof and the Members of the Association shall not express any opinion on behalf of the Board or the Association pertaining to any applications or requests concerning rezoning, community unit plan approval or amendment, variances, or other land use activity relating to any land in the vicinity of the Property. This prohibition is necessary due to the fact that not all Board members or Members will have the same opinions concerning the applicable request or application. Nothing herein is intended to restrict any Member or member of the Board from expressing his or her personal opinions so long as they represent such opinions as their own personal opinion without indication that such opinion represents the opinion of the Association or the Board.

10.16 Information Concerning Zoning and Land Use. Information concerning the zoning status and land use alternatives applicable to the Property and any other real estate in the vicinity of the Property may be obtained from the Metropolitan Area Planning Department in Wichita, Kansas. Each Owner must independently obtain any and all information such Owner desires regarding such zoning and potential land use alternatives, including development of commercial, office, apartment or other multifamily uses within the Property or the vicinity thereof.

10.17 Limitation of Liability.

A. Notwithstanding anything to the contrary contained herein, it is expressly agreed that neither the Developer (including without limitation any assignee of the interest of Developer hereunder) nor any member in the Developer (or any assignee) or any officer, employee, or consultant of Developer shall have any personal liability to the Association or any Owner or other person or entity, arising under, in connection with, or resulting from (including, without limitations) any action or failure to act with respect to this Declaration, the Articles or Bylaws, the rules of the Association, the design guidelines of the ACC, or for any action taken, or not taken, or not taken, pursuant to authority granted Developer, thereunder or with respect thereto. To the fullest extent permitted by law, neither the Developer, its members, the Association, the officers, employees, consultants or directors thereof or any ACC member, nor any other members of committees of the Association, shall be liable to the Association or any Owner or other person or entity for damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval or plans and specifications (whether or not defective), course of action, inaction, omission, negligence or the like made in good faith and which the Developer or the Association, any member, director, officer, consultant or employee thereof, or member of any committee is reasonably believed within the scope of his duties.

B. TO THE EXTENT ALLOWED BY LAW AND EQUITY, NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY HEREUNDER TO ANY OWNER, FORMER OWNER OR PROSPECTIVE OWNER FOR CONSEQUENTIAL, ECONOMIC LOSSES, PUNITIVE, OR SPECIAL DAMAGES IN ANY EVENT.

Attachment "A"



Oasis Black Architectural Locking Drop Box Mailbox Model#5103B

Ideal for commercial applications, the Architectural Mailboxes Oasis Post-Mount Locking Drop Box sports a high-capacity space with a hopper door for easy delivery of mail bundles, small parcels or payment drops. The retrieval doors feature rubber seals to keep deliveries dry and free of dirt and the drop box is constructed from 16-Gauge and 14-Gauge galvanized steel with a powder coat finish for lasting durability.

- (13-7/10 in. W x 20 in. H x 18-1/2 in. D) offers ample room for small parcels, mail bundles or money drops
- Constructed of heavy-gauge, galvanized stainless steel for optimal durability
- Commercial grade powder coated finish resists rust
- Doors include rubber seals to keep deliveries clean and dry
- Works with Architectural Mailboxes 5105 and 5106 posts (not included)
- Post-mount installation for ease of access
- Works with 5120OC5100 and 5120WL5100 locks and 5140 key blanks
- Order Architectural Mailboxes adapter plate 7540B for 4 x 4 wood post installation
- Does not include mail flag, outgoing mail clip or USPS embossing

Must be placed in accordance to the local US Postal Service guidelines for Chereese Woods

IN WITNESS THEREOF, Developer has executed this Declaration the day and year first written.

DEVELOPER:
TCRS, LLC
By: Jeff M. Lange, Manager

By: _____
Jeff M. Lange, Manager

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me a Notary Public in and for the County and State aforesaid, personally appeared Jeff M. Lange, Manager of TCRS, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the above and forgoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My appointment expires:

NOTARY PUBLIC