

PROPERTY INFORMATION PACKET

THE DETAILS



3840 N. Lily Cir. | Maize, KS 67101

AUCTION: Saturday, July 20th @ 2:30 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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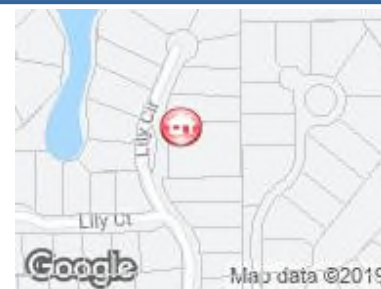
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE 2



MLS # 568545
Status Active
Contingency Reason
Area 730 - Maize
Address 3840 N LILY CIR
Address 2
City Maize
Zip 67101
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	2184
Total Bedrooms	5.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	1800.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	3	Approx. TFLA	3,984
Total Half Baths	1	Lot Size/SqFt	40123
Total Baths	4	Number of Acres	0.92
Old Total Baths			
Garage Size	3		
Basement	Yes - Unfinished		
Levels	One Story		
Approximate Age	21 - 35 Years		
Acreage	City Lot		

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612
Showing Phone	800-301-2055	Model Home Phone	
Year Built	1986	Builder	
Parcel ID	20173-089-29-0-43-01-003.00	School District	Maize School District (USD 266)
Elementary School	Maize USD266	Middle School	Maize South
High School	Maize South	Subdivision	THE SANCTUARY ADDITION
Legal	LOT 6 BLOCK 1 THE SANCTUARY ADD.	Realtor.com Y/N	Yes
Display Address	Yes	Buyer-Broker Comm	3
Transact Broker Comm	3	Variable Comm	Non-Variable
Virtual Tour Y/N			

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	14.5 x 16.2
Master Bedroom Flooring	Wood	Living Room Level	Main
Living Room Dimensions	19.2 x 43.7	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	20.1 x 13.1
Kitchen Flooring	Laminate - Other	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Bedroom
Room 4 Dimensions	10.4 x 11.5	Room 4 Flooring	Wood
Room 5 Level	Main	Room 5 Type	Bedroom
Room 5 Dimensions	11.3 x 13.11	Room 5 Flooring	Wood
Room 6 Level	Basement	Room 6 Type	Bedroom
Room 6 Dimensions	11.8 x 12.11	Room 6 Flooring	Wood
Room 7 Level	Main	Room 7 Type	Dining Room
Room 7 Dimensions	11.1 x 14.7	Room 7 Flooring	Laminate - Other
Room 8 Level	Basement	Room 8 Type	Family Room
Room 8 Dimensions	19.4 x 19.0	Room 8 Flooring	Carpet
Room 9 Level	Basement	Room 9 Type	Bonus Room
Room 9 Dimensions	18.6 x 10.8	Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	
Room 11 Level		Room 11 Type	
Room 11 Dimensions		Room 11 Flooring	
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	

DIRECTIONS

Directions 37th St & Tyler Rd- West on 37th St, North on St Anthony St, East on Lily Cir, north curve to home.

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Frame w/Less than 50% Mas

ROOF

Composition

LOT DESCRIPTION

Standard

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Patio
Guttering
Irrigation Pump
Irrigation Well
Security Light
Sprinkler System

GARAGE

Attached
Opener
Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Sewer
Private Water

BASEMENT / FOUNDATION

Full
Day Light

BASEMENT FINISH

2 Bedroom
1 Bath
Game Room
Bsmt Office

COOLING

Central
Electric

HEATING

Electric
Other/See Remarks

DINING AREA

Eating Bar
Formal

FIREPLACE

Two
Living Room
Family Room
Woodburning

KITCHEN FEATURES

Eating Bar
Island
Pantry
Electric Hookup

APPLIANCES

Dishwasher
Disposal
Microwave
Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level
Master Bedroom Bath
Shower/Master Bedroom
Two Sinks

LAUNDRY

Main Floor
Separate Room
220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)
Closet-Cedar
Closet-Walk-In
Fireplace Doors/Screens
Hardwood Floors
Humidifier
Security System
Skylight(s)
Vaulted Ceiling
Window Coverings-All

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$4,147.00
General Tax Year	2018
Yearly Specials	\$3,842.90
Total Specials	\$62,035.89

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	UNKNOWN
Earnest \$ Deposited With	SECURITY 1ST TITLE

MARKETING REMARKS

Marketing Remarks This property is offered by Megan McCurdy Niedens with McCurdy Auction, LLC. Office: 316-683-0612 Email: mniedens@mccurdyauction.com **ONSITE REAL ESTATE AUCTION ON JULY 20TH @ 2:30 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. PREMIER-** Wonderful opportunity to purchase a 3,984+/- sq. ft. home in Maize. This beautiful home offers a total of five bedrooms and three and a half bathrooms with an oversized three car garage. This beautifully landscaped home sits on almost an acre lot with mature bushes and plant beds that line the walkway to the front door. This one story home has great curb appeal with an immaculate lawn that is one to impress. The home also features an oversized three car garage, and a back patio to enjoy the beautiful Kansas weather! The exterior of the home includes a recently replaced roof, garage doors and openers, an irrigation well, and private drinking well. The interior of the home features an open living room with vaulted ceilings and include windows to let in great natural light. The large living room also includes a wood burning fireplace that adds a great accent for decorating and a formal dining area. The properties kitchen includes large windows with a great view of the properties yard and landscaping, an island/ eating bar, and great counter space. Appliances include the stainless steel oven, microwave, and dishwasher. The master bedroom has vaulted ceilings with a Cosmo style ceiling fan, hardwood flooring, multiple closets, and a master en-suite. The master bathroom includes double sinks, warm colors, and a custom built a walk in shower with tile back splash and built in bench. There are two additional bedrooms on the main level of the home with a full bath that includes a tub/shower combination. The full basement features a family/ rec room with a stone wood burning fireplace and built in shelving. There are two bedrooms with hardwood flooring, walk-in closets along with a full bathroom with a tub/shower combination. There is an additional finished bonus room that could be utilized as an office or even additional storage. Per the seller the flooring throughout the entire home is new along with the ceiling fans/ light fixtures, roof, and water heater. The kitchen cabinets have been refinished along with new back splash. Call to schedule your private showing today!

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Live Only
Auction Location	3840 N. Lily Cir, Maize
Auction Offering	Real Estate Only
Auction Date	7/20/2019

Auction Start Time 2:30 PM
Broker Registration Req Yes
Buyer Premium Y/N Yes
Premium Amount 0.10
Earnest Money Y/N Yes
Earnest Amount %/\$ 15,000.00

TERMS OF SALE

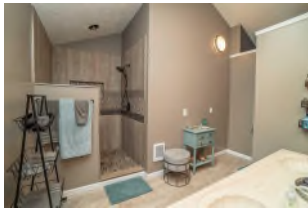
Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$15,000 anticipates closing on or before 30 days from the date of sale. A 45 day close is available at the discretion of purchaser with deposit of \$20 ,000 in earnest money at the time of contracting.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 29662119

Receipt #: 2003214
Pages Recorded: 15

Recording Fee: \$169.00

Cashier: kwahler

Authorized By: *Tonya Buckingham*

Date Recorded: 12/30/2016 11:19:01 AM



**AMENDED AND RESTATED
BYLAWS
OF THE
WATERCRESS HOMEOWNERS' ASSOCIATION**

ARTICLE 1- GENERAL

1.1. The name of the corporation is Watercress Homeowners' Association, a Kansas not for profit corporation (hereinafter referred to as the "Association"). The registered office of the Association shall be located at 3900 N. Goldenrod, Maize, Sedgwick County, Kansas 67101, or at such other address as may be determined by the Association's Board of Directors (the "Board"). The name of the initial registered agent at such address is Gerald Woodard.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 Unless otherwise defined, herein, the capitalized terms used herein shall have the meanings assigned to them in the Declaration.

1.4 These are the Bylaws of Association, adopted for the purpose of administering the Association's business as it relates to a residential development known as "Watercress" located within the Watercress Addition in the City of Maize, Sedgwick County, Kansas ("Watercress Addition"), as provided in that certain Amended and Restated Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures (the "Declaration") dated effective December 29, 2016, and recorded with the Sedgwick County, Kansas, Register of Deeds on December 30, 2016 at Sedgwick County, which Declaration supersedes, replaces, and further amends that certain Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures recorded with the Sedgwick County, Kansas, Register of Deeds on November 28, 2007 at DOC.#/FLM-PG: 28935044, as amended by that certain Amendment of Watercress Addition Declaration of Covenants, Conditions, Easements and Restrictions to Maize, Sedgwick County, Kansas recorded with the Sedgwick County, Kansas, Register of Deeds on March 18, 2014 at DOC.#/FLM-PG: 29440559.

1.5 The Association hereby adopts these Amended and Restated Bylaws of the Watercress Homeowners' Association, which restate, amend and supersede that certain Bylaws of the Watercress Homeowners' Association dated June 1, 2010, as amended by that certain Amendment of Bylaws of the Watercress Homeowners' Association to Maize, Sedgwick County, Kansas dated March 14, 2014, each as recorded with the Sedgwick County, Kansas, Register of Deeds on March 18, 2014 at DOC.#/FLM-PG: 29440558.

ARTICLE 2 - MEMBERSHIP AND MEETINGS

2.1 The Association shall have as Members only record title owners (hereafter "Owners") of the following Lots (inclusive, and as amended from time to time): (a) Lots 1-33, Block 1, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (b) Lots 1-13 and 31-47, Block 2, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (c)

Lots 1-11, Block 3, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (d) Lots 19, 20, and 23-36, Block 1, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (e) Lots 1-3, Block 2, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (f) Lot 1, Block 3, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (g) Lots 1-3, Block 3, Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas; (h) Lots 1-33, Block 1, Woods At Watercress Addition, an addition to Maize, Sedgwick County, Kansas; and (i) Lot 6, Block 1, The Sanctuary, Sedgwick County, Kansas.

2.2 For purposes of this document, the Lots in Watercress Addition, which are subject to the Declaration, will hereafter be referred to together as the "Lots" and individually as a "Lot". All Owners of Lots shall, upon becoming such, be deemed automatically to have become Members of the Association, and there shall be no other qualification for the membership. Membership shall be appurtenant to and shall not be separated from the ownership of any Lot. Walker, Lane & Reed Development, LLC, a Kansas limited liability company, is the developer of Watercress; is identified as Developer in the Declaration; and is a member for all purposes herein so long as it is an Owner as described herein.

2.3 All Members, so long as they shall qualify under this Article, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. There shall be one (1) vote for each Lot, subject to the following exceptions and conditions:

- (a) When two (2) or more individuals or entities hold undivided interests in any Lot, all such individuals or entities shall be considered as one Member and the vote for the Lot shall be exercised as they, among themselves, determine. If such individuals or entities cannot jointly agree as to how their vote should be cast, then the vote shall be cast fractionally, proportionate to each Member's ownership interest. Notwithstanding the foregoing, Developer shall be entitled to fifteen (15) votes for each Lot of which it is the Owner.
- (b) Any Member who fails to pay any assessments established pursuant to the terms of the Declaration shall not be entitled to vote on any matter involving assessments and fees during any period in which any such assessments are due and unpaid.

2.4 The annual Members' meeting shall be held at the registered office of the Association or such other place as may be determined by the Board of Directors in March or April, for the purpose of electing directors and transacting any other business authorized by the Members.

2.5 Special Members' meetings shall be held whenever called by the President, by a majority of the Board of Directors, or upon the Board's receipt of a written request from at least ten percent (10%) of all Members then eligible to vote. Only matters described in the meeting notice required under Section 2.6 may be considered at a special Members' meeting.

2.6 Notice of all Members' meetings, stating the time, place and purpose for which the meeting is called shall be given by the President or Secretary. Such notice shall be sent via e-

mail or in writing if Member does not have e-mail to each Member who is the Owner of a Lot as of the business day before the day notice is given and mailed to each Member's e-mail or U.S. mail address as it appears on the records of the Association. It shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting; provided, however, that the minimum time to give notice may be reduced or waived for a meeting called to deal with an emergency. The notice shall contain a statement of the general nature of any revisions to the Declaration or bylaws, any budget proposals or changes, and any proposal to remove an officer or director. The attendance of any Member of the Association at any meeting without asserting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him/her of notice of such meeting. In the event a Member sells or otherwise transfers title to such Member's Lot to another, such Member and the new Owner are responsible for notifying the Association of the change in identity of the Owner. The Association shall not be responsible for checking or confirming record title ownership of the Lots.

2.7 Members entitled to vote may cast their votes either in person, by proxy at a duly called meeting or by ballot, or by unanimous consent minutes. A proxy is valid only for the particular meeting designated and must be filed with the Secretary before the established time of the meeting. Except as otherwise required by Kansas corporate law, there shall be no quorum as to the minimum number of Members who must be in attendance before the Members may act upon any matter. The acts approved by a majority of votes shall constitute the acts of the entire membership, except where approval of a greater number is required by the Declaration, these Bylaws or applicable law.

2.8 Unless these Bylaws or the Declaration otherwise provide, meetings of the Members may be conducted by telephonic, video, or other conferencing process if:

- (a) The meeting notice states the conferencing process to be used and provides information explaining how Members may participate in the conference directly or by meeting at a central location or conference connection; and
- (b) The process provides all Members the opportunity to hear or perceive the discussion and to comment on any matter affecting the common interest community and the Association.

2.9 At any meeting of the Members, Members must be given a reasonable opportunity to comment regarding any matter affecting the Watercress Addition or the Association.

2.10 Except as the Board may otherwise determine from time to time, meetings of the Association must be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised, where such rules are not inconsistent with the Articles, the Declaration, or these Bylaws.

ARTICLE 3 – DIRECTORS’ MEETINGS

3.1 Developer shall carry out all the duties and power delegated to the Association and its Board of Directors under the Declaration until management is turned over to the Association as provided therein (the period beginning with the Bylaws Adoption Date (as defined below) and continuing until such date that Developer turns management over to the Association as provided in the Declaration is hereinafter referred to as the “Period of Developer Control”).

3.2 The Board of Directors shall consist of at least three (3) and not more than five (5) Directors, who shall each own a Lot. If the Lot Owner is Developer, any member, manager or employee of Developer shall qualify for a directorship position upon the nomination by Developer. Election of Directors shall be conducted at the annual Members’ meeting except for the election of the initial Board of Directors, which shall be designated by Developer. The aforementioned Directors shall serve until their replacements are elected. Nominations for Directors shall be made from the floor at any annual meeting with the candidates receiving the greatest number of votes being elected. The election shall be by ballot, unless dispensed with by unanimous consent with each Member being entitled to vote for as many nominees as there are vacancies to be filled. Notwithstanding the foregoing, Developer shall have the exclusive right to appoint and remove directors and officers until it has completed the sale of 75% of the Lots by number to resident homeowners, and until such time Developer shall have no obligation to notify Members that such elections have occurred.

3.3 Each Director shall hold office for one year, or until his/her successor is appointed or elected, or until his/her resignation, removal from office or death.

3.4 Any Director may be removed from office by concurrence of a majority vote of a majority of the Members present in person or by proxy at a duly called special Members’ meeting; provided that (i) at any meeting at which a vote to remove a Director is taken, the Director being considered for removal has a reasonable opportunity to speak before the vote; (ii) the Members may not consider whether to remove a Director elected by the Members at a meeting of the Members unless that subject was listed in the notice of the meeting, and (iii) at the same meeting, the Members shall elect a new Director to fill the vacancy by a majority of Members. Notwithstanding the preceding sentence, a Director appointed by the Developer may not be removed by a Member during the Period of Developer Control.

3.5 Any Director may resign at any time by an oral statement to that effect made at a meeting of the Board of Directors or by a written statement to that effect delivered to the Secretary of the Association specifying the effective date of such termination.

3.6 Except as provided for removal of Directors, any vacancy in the Board of Directors occurring between annual meetings of the Members shall be filled by the remaining Directors.

3.7 Members of the Board of Directors shall serve without compensation but shall be entitled to reimbursement of expenses incurred on Association business, if approved by a majority of the Board of Directors.

3.8 Meetings of the Board of Directors may be called upon at least five (5) days prior notice, by any Director, either personally or by e-mail, mail or telephone, at such time and place as determined by a majority of the Directors.

3.9 After any annual meeting of the Members of the Association, the Board of Directors elected at such meeting shall meet for the purpose of electing officers and transacting any other necessary business.

3.10 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of at least two Directors. At least three (3) days' notice, either personally or by e-mail, mail or telephone, shall be given, which notice shall state the time, place and purpose of the meeting.

3.11 Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.12 A quorum of the Board is present for purposes of transacting business at any meeting of the Board only if individuals entitled to cast a majority of the votes on the Board are present at the time a vote is taken. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except where approval of a greater number is required by the Declaration, these Bylaws or applicable law.

3.13 During the Period of Developer Control, instead of a meeting, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any actions so approved shall have the same effect as though taken by a meeting of the Directors, and the secretary promptly shall give notice to all Members of any action taken by unanimous consent. After the Period of Developer Control, the Board may act by unanimous consent only to undertake ministerial actions or to implement actions previously taken at a meeting of the Board.

3.14 Except as provided in Section 3.13, regular meetings of the Board shall be held at least semi-annually and at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that at least one of the meetings of the Board must be held within the Watercress Addition or at a place convenient to the Owners. Following the Period of Developer Control, the Board shall meet at least once a year and such meetings must be held within the Watercress Addition or at a place convenience to the Owners.

3.15 In addition to any other notice requirements set forth in the Declaration or these Bylaws, unless the meeting is included in a schedule given to the Members or the meeting is called to deal with an emergency, the Secretary shall give notice of each meeting of the Board to each member of the Board and each Member. The notice must state the time, date, place, and

agenda of the meeting, and, except as otherwise provided herein, must be given at least five (5) days prior to the meeting date.

3.16 If any materials are distributed to the Board before a meeting, the Board at the same time shall make copies of those materials reasonably available to Members, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

3.17 Unless these Bylaws or the Declaration otherwise provide, the Board may meet by telephonic, video, or other conferencing process if:

- (a) The meeting notice states the conferencing process to be used and provides information explaining how Members may participate in the conference directly or by meeting at a central location or conference connection; and
- (b) The process provides all Members the opportunity to hear or perceive the discussion and to comment on any matter affecting the common interest community and the Association.

3.18 Meetings of the Board (and of committees authorized to act for the Association) must be open to Members except during executive sessions. Executive sessions may be held only during a regular or special meeting of the Board (or a committee). No final vote or action may be taken during an executive session, and an executive session may be held only to:

- (a) Consult with the Association's attorney concerning legal matters;
- (b) Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (c) Discuss labor or personnel matters;
- (d) Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- (e) Prevent public knowledge of the matter to be discussed if the Board (or committee) determines that public knowledge would violate the privacy of any person.

3.19 At each meeting of the Board, the Board shall provide a reasonable opportunity for Members to comment regarding any matter affecting the Watercress Addition and the Association.

ARTICLE 4 – DIRECTORS’ POWERS AND DUTIES

4.1 All of the powers and duties vested in the Association by the Declaration, these Bylaws, the Rules (as defined below), and all other applicable laws and regulations, shall be exercised exclusively by the Board of Directors, its agents, contractors, employees of the Developer, and/or committees appointed by the Board, subject only to approval by Members when such approval is specifically required. The Board may retain personnel as deemed necessary for maintenance of the Common Areas, including the furnishings of legal, accounting or management services as it deems necessary. The Board may, in its discretion, enter into a management contract with an entity to perform any of these services, for a term not to exceed one year, on competitive terms and conditions.

4.2 The Board of Directors shall appoint the Watercress Design Review Committee (sometimes referred to as the “DRC”) and may appoint such other committees as it shall deem appropriate. Each of such committees shall perform such duties and have such powers as imposed upon or granted it by the terms of the Declaration or by the Board of Directors. Until further notice, the DRC shall be comprised of all Members of the Board of Directors.

4.3 Subject to Section 4.4, the Board of Directors shall from time to time adopt such rules and regulations as they deem advisable for the maintenance, use, conservation, and beautification of the common areas within Watercress and for the health, comfort, safety and general welfare of the Owners and Occupants of the Watercress Lots (collectively, the “Rules”), and such Rules may be amended and/or supplemented at such times and in such instances as deemed advisable by the Board of Directors. The Association will hold title, by a recorded deed, to the Common Areas within the Watercress Addition, and the Board of Directors has the exclusive right to adopt Rules pertaining to such Common Areas.

4.4 Notwithstanding any other provision of these Bylaws or the Declaration, before adopting, amending, or repealing any Rule, the Board shall give all Members notice of (i) the Board’s intention to adopt, amend, or repeal a Rule and provide the text of the Rule or the proposed change; and (ii) a date on which the Board will act on the proposed Rule or amendment after considering comments from Members. Following adoption, amendment, or repeal of a Rule, the Association shall notify the Members of its action and provide a copy of any new or revised Rule. The Rules shall not be inconsistent with the terms of the Declaration or these Bylaws, and may not unreasonably or unlawfully discriminate among Members. Rules that affect the use of or behavior in Lots that may be used for residential purposes shall be adopted only to: (i) implement a provision of the Declaration; or (ii) regulate any behavior in or occupancy of a Lot which violates the Declaration or adversely affects the use and enjoyment of other Lots or the Common Areas by other Members.

4.5 The Board shall promptly provide notice to Members of any legal proceedings in which the Association is a party, other than proceedings involving enforcement of these Bylaws, the Declaration, rules and regulations adopted by the Board, or to recover unpaid assessments or other sums due the Association.

ARTICLE 5 – OFFICERS

5.1 The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The initial officers of the Association shall be designated by Developer. The initial officers shall serve for an indefinite term, subject to the provisions of this Article 5. Except as otherwise provided herein, any officer may be removed from office by a majority vote of the Board of Directors present in person or by proxy at a duly called meeting or by unanimous consent in writing. The Board of Directors may from time to time elect other officers to exercise such power and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers, if any, shall be fixed by the Board of Directors, in its discretion. Each officer will serve continuously until the earlier of his/her resignation or the election of his/her successor.

5.2 The President shall be the chief executive officer of the Association and shall be chosen from among the Directors. The President shall have all the powers and duties that are usually vested in the office of President including but not limited to the following:

- (a) preside at all meetings of the Members and Directors; however, the President may delegate the duties of presiding at any such meetings;
- (b) have general and active management of the business of the Association;
- (c) see that all orders and resolutions of the Board of Directors are carried into effect;
- (d) have the power to appoint committees from the Members from time to time as the President may, in the President's discretion, determine appropriate to assist in the conduct of the affairs of the Association;
- (e) execute contracts, bonds, deeds and other instruments requiring the signature of the Association; and
- (f) Prepare, prepare, execute, certify, and record amendments to the Declaration on behalf of the Association, pursuant to the procedures set forth in the Declaration.

5.3 The Vice President shall carry out the duties of the President when the acting President is unavailable or when there is not an acting President.

5.4 The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings in a book to be kept for that purpose. The Secretary shall be the custodian of the Association's non-financial records. The Secretary shall give, or cause to be given, all notices to the Members and Directors and other notices required by law, and shall establish a reasonable method for Members to communicate among themselves and with the Board. The Secretary shall perform other duties as may be required by the Board of Directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities, and financial records. The Treasurer shall keep the books of the corporation in accordance with good accounting practices and shall perform other duties as may be required by the Board of Directors or President.

5.6 In the event of vacancy of any office due to death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors by a majority vote of Directors present in person or by proxy at a duly called meeting or by unanimous consent in writing may choose a successor or successors who shall hold the office for the remainder of the unexpired term, or if no term as been designated, until a successor is duly elected by the Board.

ARTICLE 6 – INDEMNIFICATION

The Members of the Board of Directors and the officers and committee Members shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Board member, officer and committee member, his/her heirs, executors and administrators, against all loss, costs and expenses, including reasonable attorneys' fees, reasonably incurred by him/her in connection with any action, suit or proceeding to which he may be made a party by reason of his/her being or having been a Board member or officer or committee member of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Directors shall purchase general liability and directors' and officers' liability insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be an Association expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his/her duty as such Board member or officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board member or officer or committee member may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Association expenses.

ARTICLE 7 – FISCAL MANAGEMENT

The provisions for fiscal management set forth in the Declaration shall be supplemented by the following provisions, provided, however, that in the event of a conflict between the provisions in the Declaration and the provisions herein, those in the Declaration shall control:

- (a) The Board of Directors shall annually propose and adopt a budget for each calendar year that shall include the estimated funds required to defray the Association's expenses and to provide and maintain funds for the following accounts and reserves according to the good accounting practices:
 - (1) Current Expenses- This account shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a

reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year may, at the discretion of the Directors, be applied to reduce the assessments for the current expense for the succeeding year.

- (2) Reserve for Deferred Maintenance- This account shall include all funds for maintenance items that occur less frequently than annually.
 - (3) Reserve for Replacement- This account shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
 - (4) Limitation- No reserve for any capital improvement with a total estimated cost of more than \$5,000 shall be created or spent without consent of a majority of the Members present in person or by proxy at the duly called meeting or by unanimous consent in writing.
- (b) The budget may be revised and/or amended from time to time as the Board deems appropriate; provided that notice of any meeting at which a budget will be considered (whether for adoption, revision, or amendment) must be given to Members at least ten (10) days prior to the meeting date, and a copy of the budget proposal must be made available to any Member who requests it. At any meeting at which a budget or budget amendment is considered, Members must be given a reasonable opportunity to comment on the proposal prior to the Board taking action.
- (c) Copies of the budget, and any amendments thereto, shall be available free of charge, to the Members, upon their request.
- (d) Assessments against the Association Members for their share of the items of the budget to be known as general assessments, shall made at any time during the calendar year, as the Board of Directors shall direct.
- (e) The Board may propose special assessments from time to time as permitted and/or required by the Declaration; provided that, except as set forth in Article 7, (j) below, notice and consideration of any proposed special assessment shall follow the procedures set forth in Article 7, (b) above.
- (f) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.
- (g) If at any time required by a majority of the Members present in person or by proxy at a duly called meeting or by unanimous consent in writing, an audit of the accounts of the Association shall be made by a certified public accountant. A copy of a statement of financial operations of the Association shall be furnished to each Member not later than May 15 of the year immediately following the end of the year for which the statement is made. However, no audit shall ever be required so long as Developer owns more than 75% of the total Lots by number within Watercress Addition.

- (h) The Board of Directors may require a fidelity bond from all persons handling or responsible for Associations funds. The amount of such bonds shall be determined by the Directors. The premiums on any such bonds shall be paid by the Association as a common expense.
- (i) The Board of Directors shall provide such expenditure controls as it shall deem necessary and advisable, including payment vouchers and purchase orders in such form as the Board may determine.
- (j) If the Board determines by a two-thirds (2/3) vote of the membership of the Board that a special assessment is necessary to respond to an emergency:
 - (1) The special assessment shall become effective immediately in accordance with the terms of the vote;
 - (2) Notice of the emergency assessment must be provided promptly to all Members; and
 - (3) The Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

ARTICLE 8 – AMENDMENT

These Bylaws may be amended by a majority vote of Members present in person or by proxy at a duly called meeting or by ballot. The Board may not amend these Bylaws.

ARTICLE 9 – GENERAL PROVISIONS

9.1 The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be as follows:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers, if any;
- (e) Reports of committees, if any;
- (f) Election of Directors (if necessary)
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment;

9.2 The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with purposes of the meeting:

- (a) Calling of roll;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees, if any;
- (d) Election of officers; (if necessary);
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment

9.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

9.4 Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Directors of the Association shall from time to time specify, and to provide for reasonable compensation, if any, for the performance of such duties and responsibilities.

9.5 To the extent not enumerated herein, the Association shall have and possess such powers conferred upon it by Bylaws and by the Declaration.

9.6 In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or these Bylaws, the terms and provisions of the Declaration shall prevail, and the Members and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

9.7 Upon written request to the Board of Directors, or at the discretion of the Board in the absence of such a request, the holder of any duly recorded mortgage against any Lot shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner or Owners whose ownership is subject to such mortgage even if such Owner or Owners have waived the right to receive such notice.

9.8 Notice required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by certified mail addressed to such member or officer at his/her business or residence address.

9.9 Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his/her, her, or its address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.

9.10 No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

9.11 All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and in these Bylaws shall be deemed to be binding on all Members, Owners, and Occupants their respective heirs, personal representatives, successors and assigns.

9.12 The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or the Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration or of the rest of these Bylaws.

ARTICLE 10 – BOOKS AND RECORDS

10.1 The Association must retain the following for five (5) years unless otherwise provided:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
- (b) Minutes of all meetings of Members and the Board other than executive sessions, a record of all actions taken by the Board without a meeting, and a record of all actions taken by a committee in place of the Board on behalf of the Association;
- (c) The names of Members in a form that permits preparation of a list of the names of all Members and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Member is entitled to cast;
- (d) The Association's original or restated organizational documents, these Bylaws, and all amendments to them, and all rules and regulations adopted by the Board and currently in effect;
- (e) All financial statements and tax returns of the Association for the past three (3) years;
- (f) A list of the names and addresses of the current members of the Board and the officers of the Association;
- (g) The Association's most recent annual report, if any, delivered to the secretary of state;

- (h) Financial and other records sufficiently detailed to enable the Association to comply with any requirements of law;
- (i) Copies of current contracts to which the Association is a party;
- (j) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Members; and
- (k) Ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate.

10.2 Subject to Section 10.3, the books, records, and papers of the Association, including the Declaration, the Articles, these Bylaws, any rules and regulations adopted by the Board, and those items described in Section 10.1, shall at all times, during reasonable business hours and upon ten (10) days' written notice reasonably identifying the specific records requested, be subject to inspection by any Member, where copies may be purchased at a reasonable cost.

10.3 Records retained by the Association, including but not limited to those items retained pursuant to this Article 10, may be withheld from inspection and copying to the extent that they concern:

- (a) Personnel, salary, and medical records relating to specific individuals;
- (b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
- (c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, these Bylaws, or rules and regulations adopted by the Board;
- (e) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- (f) Information the disclosure of which would violate applicable law;
- (g) Records of an executive session of the Board; or
- (h) Individual Lot files other than those of the requesting Owner.

IN WITNESS WHEREOF, the undersigned has executed these Bylaws on this 29 day of December, 2016 (the "Bylaws Adoption Date").

WATERCRESS HOMEOWNERS' ASSOCIATION

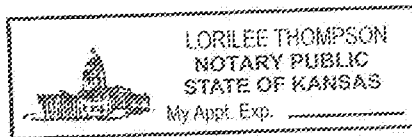
By: Gerald Woodard
Name: Watercress HOA
Title: Watercress Developer

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 29 day of December, 2016, by Gerald Woodard, as Watercress Developer of Watercress Homeowners' Association, a Kansas not for profit corporation.

[Signature]
Notary Public

My appointment expires: 4/8/18





**AMENDED AND RESTATED
BYLAWS
OF THE
WATERCRESS HOMEOWNERS' ASSOCIATION**

ARTICLE 1- GENERAL

1.1. The name of the corporation is Watercress Homeowners' Association, a Kansas not for profit corporation (hereinafter referred to as the "Association"). The registered office of the Association shall be located at ~~4160 N Maize Road~~ 3900 N. Goldenrod, Maize, ~~Sedgewiek~~ Sedgwick County, Kansas 67101, or at such other address as may be determined by the Association's Board of Directors (the "Board"). The name of the initial registered agent at such address is Gerald Woodard.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 Unless otherwise defined, herein, the capitalized terms used herein shall have the meanings assigned to them in the Declaration.

1.4 These are the Bylaws of Association, adopted for the purpose of administering the Association's business as it relates to a residential development known as "Watercress" located within the Watercress Addition in the City of Maize, Sedgwick County, Kansas ("Watercress Addition"), as provided in that certain Amended and Restated Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures (the "Declaration") dated effective _____, 2016, and recorded with the Sedgwick County, Kansas, Register of Deeds on _____, 2016 at _____, which Declaration supersedes, replaces, and further amends that certain Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures recorded with the Sedgwick County, Kansas, Register of Deeds on November 28, 2007 at DOC.#/FLM-PG: 28935044, as amended by that certain Amendment of Watercress Addition Declaration of Covenants, Conditions, Easements and Restrictions to Maize, Sedgwick County, Kansas recorded with the Sedgwick County, Kansas, Register of Deeds on March 18, 2014 at DOC.#/FLM-PG: 29440559.

1.5 The Association hereby adopts these Amended and Restated Bylaws of the Watercress Homeowners' Association, which restate, amend and supersede that certain Bylaws of the Watercress Homeowners' Association dated June 1, 2010, as amended by that certain Amendment of Bylaws of the Watercress Homeowners' Association to Maize, Sedgwick County, Kansas dated March 14, 2014, each as recorded with the Sedgwick County, Kansas, Register of Deeds on March 18, 2014 at DOC.#/FLM-PG: 29440558.

ARTICLE 2 – MEMBERSHIP AND MEETINGS

2.1 The Association shall have as Members only record title owners (hereafter "Owners") of the following Lots (inclusive, and as amended from time to time): (a) Lots 1-33, Block 1, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (b) Lots 1-13

and 31-47, Block 2, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (c) Lots 1-11, Block 3, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (d) Lots 19, 20, and 23-36, Block 1, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (e) Lots 1-3, Block 2, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (f) Lot 1, Block 3, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (g) Lots 1-3, Block 3, Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas; (h) Lots 1-33, Block 1, Woods At Watercress Addition, an addition to Maize, Sedgwick County, Kansas; and (i) Lot 6, Block 1, The Sanctuary, Sedgwick County, Kansas.

2.2 For purposes of this document, the Lots in Watercress Addition, which are subject to the Declaration, will hereafter be referred to together as the "Lots" and individually as a "Lot". All Owners of Lots shall, upon becoming such, be deemed automatically to have become Members of the Association, and there shall be no other qualification for the membership. Membership shall be appurtenant to and shall not be separated from the ownership of any Lot. Walker, Lane & Reed Development, LLC, a Kansas limited liability company, is the developer of Watercress; is identified as Developer in the Declaration; and is a member for all purposes herein so long as it is an Owner as described herein.

2.3 All Members, so long as they shall qualify under this Article, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. There shall be one (1) vote for each Lot, subject to the following exceptions and conditions:

- (a) When two (2) or more individuals or entities hold undivided interests in any Lot, all such individuals or entities shall be considered as one Member and the vote for the Lot shall be exercised as they, among themselves, determine. If such individuals or entities cannot jointly agree as to how their vote should be cast, then the vote shall be cast fractionally, proportionate to each Member's ownership interest. Notwithstanding the foregoing, Developer shall be entitled to fifteen (15) votes for each Lot of which it is the Owner.
- (b) Any Member who fails to pay any assessments established pursuant to the terms of the Declaration shall not be entitled to vote on any matter involving assessments and fees during any period in which any such assessments are due and unpaid.

2.4 The annual Members' meeting shall be held at the registered office of the Association or such other place as may be determined by the Board of Directors in March or April, for the purpose of electing directors and transacting any other business authorized by the Members.

2.5 Special Members' meetings shall be held whenever called by the President, by a majority of the Board of Directors, or upon the Board's receipt of a written request from at least ten percent (10%) of all Members then eligible to vote. Only matters described in the meeting notice required under Section 2.6 may be considered at a special Members' meeting.

2.6 Notice of all Members' meetings, stating the time, place and purpose for which the meeting is called shall be given by the President or Secretary. Such notice shall be sent via e-mail or in writing if Member does not have e-mail to each Member who is the Owner of a Lot as of the business day before the day notice is given and mailed to each Member's e-mail or U.S. mail address as it appears on the records of the Association. It shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting; provided, however, that the minimum time to give notice may be reduced or waived for a meeting called to deal with an emergency. The notice shall contain a statement of the general nature of any revisions to the Declaration or bylaws, any budget proposals or changes, and any proposal to remove an officer or director. The attendance of any Member of the Association at any meeting without asserting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him/her of notice of such meeting. In the event a Member sells or otherwise transfers title to such Member's Lot to another, such Member and the new Owner are responsible for notifying the Association of the change in identity of the Owner. The Association shall not be responsible for checking or confirming record title ownership of the Lots.

2.7 Members entitled to vote may cast their votes either in person, by proxy at a duly called meeting or by ballot, or by unanimous consent minutes. A proxy is valid only for the particular meeting designated and must be filed with the Secretary before the established time of the meeting. Except as otherwise required by Kansas corporate law, there shall be no quorum as to the minimum number of Members who must be in attendance before the Members may act upon any matter. The acts approved by a majority of votes shall constitute the acts of the entire membership, except where approval of a greater number is required by the Declaration, these Bylaws or applicable law.

2.8 Unless these Bylaws or the Declaration otherwise provide, meetings of the Members may be conducted by telephonic, video, or other conferencing process if:

- (a) The meeting notice states the conferencing process to be used and provides information explaining how Members may participate in the conference directly or by meeting at a central location or conference connection; and
- (b) The process provides all Members the opportunity to hear or perceive the discussion and to comment on any matter affecting the common interest community and the Association.

2.9 At any meeting of the Members, Members must be given a reasonable opportunity to comment regarding any matter affecting the Watercress Addition or the Association.

2.10 Except as the Board may otherwise determine from time to time, meetings of the Association must be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised, where such rules are not inconsistent with the Articles, the Declaration, or these Bylaws.

ARTICLE 3 – DIRECTORS’ MEETINGS

3.1 Developer shall carry out all the duties and power delegated to the Association and its Board of Directors under the Declaration until management is turned over to the Association as provided therein (the period beginning with the Bylaws Adoption Date (as defined below) and continuing until such date that Developer turns management over to the Association as provided in the Declaration is hereinafter referred to as the “Period of Developer Control”).

3.2 The Board of Directors shall consist of at least three (3) and not more than five (5) Directors, who shall each own a Lot. If the Lot Owner is Developer, any member, manager or employee of Developer shall qualify for a directorship position upon the nomination by Developer. Election of Directors shall be conducted at the annual Members’ meeting except for the election of the initial Board of Directors, which shall be designated by Developer. The aforementioned Directors shall serve until their replacements are elected. Nominations for Directors shall be made from the floor at any annual meeting with the candidates receiving the greatest number of votes being elected. The election shall be by ballot, unless dispensed with by unanimous consent with each Member being entitled to vote for as many nominees as there are vacancies to be filled. Notwithstanding the foregoing, Developer shall have the exclusive right to appoint and remove directors and officers until it has completed the sale of 75% of the Lots by number to resident homeowners, and until such time Developer shall have no obligation to notify Members that such elections have occurred.

3.3 Each Director shall hold office for one year, or until his/her successor is appointed or elected, or until his/her resignation, removal from office or death.

3.4 Any Director may be removed from office by concurrence of a majority vote of a majority of the Members present in person or by proxy at a duly called special Members’ meeting; provided that (i) at any meeting at which a vote to remove a Director is taken, the Director being considered for removal has a reasonable opportunity to speak before the vote; (ii) the Members may not consider whether to remove a Director elected by the Members at a meeting of the Members unless that subject was listed in the notice of the meeting, and (iii) at the same meeting, the Members shall elect a new Director to fill the vacancy by a majority of Members. Notwithstanding the preceding sentence, a Director appointed by the Developer may not be removed by a Member during the Period of Developer Control.

3.5 Any Director may resign at any time by an oral statement to that effect made at a meeting of the Board of Directors or by a written statement to that effect delivered to the Secretary of the Association specifying the effective date of such termination.

3.6 Except as provided for removal of Directors, any vacancy in the Board of Directors occurring between annual meetings of the Members shall be filled by the remaining Directors.

3.7 Members of the Board of Directors shall serve without compensation but shall be entitled to reimbursement of expenses incurred on Association business, if approved by a majority of the Board of Directors.

3.8 Meetings of the Board of Directors may be called upon at least five (5) days prior notice, by any Director, either personally or by e-mail, mail or telephone, at such time and place as determined by a majority of the Directors.

3.9 After any annual meeting of the Members of the Association, the Board of Directors elected at such meeting shall meet for the purpose of electing officers and transacting any other necessary business.

3.10 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of at least two Directors. At least three (3) days' notice, either personally or by e-mail, mail or telephone, shall be given, which notice shall state the time, place and purpose of the meeting.

3.11 Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.12 A quorum of the Board is present for purposes of transacting business at any meeting of the Board only if individuals entitled to cast a majority of the votes on the Board are present at the time a vote is taken. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except where approval of a greater number is required by the Declaration, these Bylaws or applicable law.

3.13 During the Period of Developer Control, instead of a meeting, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any actions so approved shall have the same effect as though taken by a meeting of the Directors, and the secretary promptly shall give notice to all Members of any action taken by unanimous consent. After the Period of Developer Control, the Board may act by unanimous consent only to undertake ministerial actions or to implement actions previously taken at a meeting of the Board.

3.14 Except as provided in Section 3.13, regular meetings of the Board shall be held at least semi-annually and at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that at least one of the meetings of the Board must be held within the Watercress Addition or at a place convenient to the Owners. Following the Period of Developer Control, the Board shall meet at least once a year and such meetings must be held within the Watercress Addition or at a place convenience to the Owners.

3.15 In addition to any other notice requirements set forth in the Declaration or these Bylaws, unless the meeting is included in a schedule given to the Members or the meeting is called to deal with an emergency, the Secretary shall give notice of each meeting of the Board to each member of the Board and each Member. The notice must state the time, date, place, and

agenda of the meeting, and, except as otherwise provided herein, must be given at least five (5) days prior to the meeting date.

3.16 If any materials are distributed to the Board before a meeting, the Board at the same time shall make copies of those materials reasonably available to Members, except that the Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

3.17 Unless these Bylaws or the Declaration otherwise provide, the Board may meet by telephonic, video, or other conferencing process if:

- (a) The meeting notice states the conferencing process to be used and provides information explaining how Members may participate in the conference directly or by meeting at a central location or conference connection; and
- (b) The process provides all Members the opportunity to hear or perceive the discussion and to comment on any matter affecting the common interest community and the Association.

3.18 Meetings of the Board (and of committees authorized to act for the Association) must be open to Members except during executive sessions. Executive sessions may be held only during a regular or special meeting of the Board (or a committee). No final vote or action may be taken during an executive session, and an executive session may be held only to:

- (a) Consult with the Association's attorney concerning legal matters;
- (b) Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (c) Discuss labor or personnel matters;
- (d) Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- (e) Prevent public knowledge of the matter to be discussed if the Board (or committee) determines that public knowledge would violate the privacy of any person.

3.19 At each meeting of the Board, the Board shall provide a reasonable opportunity for Members to comment regarding any matter affecting the Watercress Addition and the Association.

ARTICLE 4 – DIRECTORS’ POWERS AND DUTIES

4.1 All of the powers and duties vested in the Association by the Declaration, these Bylaws, the Rules (as defined below), and all other applicable laws and regulations, shall be exercised exclusively by the Board of Directors, its agents, contractors, employees of the Developer, and/or committees appointed by the Board, subject only to approval by Members when such approval is specifically required. The Board may retain personnel as deemed necessary for maintenance of the Common Areas, including the furnishings of legal, accounting or management services as it deems necessary. The Board may, in its discretion, enter into a management contract with an entity to perform any of these services, for a term not to exceed one year, on competitive terms and conditions.

4.2 The Board of Directors shall appoint the Watercress Design Review Committee (sometimes referred to as the “DRC”) and may appoint such other committees as it shall deem appropriate. Each of such committees shall perform such duties and have such powers as imposed upon or granted it by the terms of the Declaration or by the Board of Directors. Until further notice, the DRC shall be comprised of all Members of the Board of Directors.

4.3 Subject to Section 4.4, the Board of Directors shall from time to time adopt such rules and regulations as they deem advisable for the maintenance, use, conservation, and beautification of the common areas within Watercress and for the health, comfort, safety and general welfare of the Owners and Occupants of the Watercress Lots (collectively, the “Rules”), and such Rules may be amended and/or supplemented at such times and in such instances as deemed advisable by the Board of Directors. The Association will hold title, by a recorded deed, to the Common Areas within the Watercress Addition, and the Board of Directors has the exclusive right to adopt Rules pertaining to such Common Areas.

4.4 Notwithstanding any other provision of these Bylaws or the Declaration, before adopting, amending, or repealing any Rule, the Board shall give all Members notice of (i) the Board’s intention to adopt, amend, or repeal a Rule and provide the text of the Rule or the proposed change; and (ii) a date on which the Board will act on the proposed Rule or amendment after considering comments from Members. Following adoption, amendment, or repeal of a Rule, the Association shall notify the Members of its action and provide a copy of any new or revised Rule. The Rules shall not be inconsistent with the terms of the Declaration or these Bylaws, and may not unreasonably or unlawfully discriminate among Members. Rules that affect the use of or behavior in Lots that may be used for residential purposes shall be adopted only to: (i) implement a provision of the Declaration; or (ii) regulate any behavior in or occupancy of a Lot which violates the Declaration or adversely affects the use and enjoyment of other Lots or the Common Areas by other Members.

4.5 The Board shall promptly provide notice to Members of any legal proceedings in which the Association is a party, other than proceedings involving enforcement of these Bylaws, the Declaration, rules and regulations adopted by the Board, or to recover unpaid assessments or other sums due the Association.

ARTICLE 5 – OFFICERS

5.1 The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The initial officers of the Association shall be designated by Developer. The initial officers shall serve for an indefinite term, subject to the provisions of this Article 5. Except as otherwise provided herein, any officer may be removed from office by a majority vote of the Board of Directors present in person or by proxy at a duly called meeting or by unanimous consent in writing. The Board of Directors may from time to time elect other officers to exercise such power and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers, if any, shall be fixed by the Board of Directors, in its discretion. Each officer will serve continuously until the earlier of his/her resignation or the election of his/her successor.

5.2 The President shall be the chief executive officer of the Association and shall be chosen from among the Directors. The President shall have all the powers and duties that are usually vested in the office of President including but not limited to the following:

- (a) preside at all meetings of the Members and Directors; however, the President may delegate the duties of presiding at any such meetings;
- (b) have general and active management of the business of the Association;
- (c) see that all orders and resolutions of the Board of Directors are carried into effect;
- (d) have the power to appoint committees from the Members from time to time as the President may, in the President's discretion, determine appropriate to assist in the conduct of the affairs of the Association;
- (e) execute contracts, bonds, deeds and other instruments requiring the signature of the Association; and
- (f) Prepare, prepare, execute, certify, and record amendments to the Declaration on behalf of the Association, pursuant to the procedures set forth in the Declaration.

5.3 The Vice President shall carry out the duties of the President when the acting President is unavailable or when there is not an acting President.

5.4 The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings in a book to be kept for that purpose. The Secretary shall be the custodian of the Association's non-financial records. The Secretary shall give, or cause to be given, all notices to the Members and Directors and other notices required by law, and shall establish a reasonable method for Members to communicate among themselves and with the Board. The Secretary shall perform other duties as may be required by the Board of Directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities, and financial records. The Treasurer shall keep the books of the corporation in accordance with good accounting practices and shall perform other duties as may be required by the Board of Directors or President.

5.6 In the event of vacancy of any office due to death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors by a majority vote of Directors present in person or by proxy at a duly called meeting or by unanimous consent in writing may choose a successor or successors who shall hold the office for the remainder of the unexpired term, or if no term as been designated, until a successor is duly elected by the Board.

ARTICLE 6 – INDEMNIFICATION

The Members of the Board of Directors and the officers and committee Members shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Board member, officer and committee member, his/her heirs, executors and administrators, against all loss, costs and expenses, including reasonable attorneys' fees, reasonably incurred by him/her in connection with any action, suit or proceeding to which he may be made a party by reason of his/her being or having been a Board member or officer or committee member of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Directors shall purchase general liability and directors' and officers' liability insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be an Association expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his/her duty as such Board member or officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board member or officer or committee member may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Association expenses.

ARTICLE 7 – FISCAL MANAGEMENT

The provisions for fiscal management set forth in the Declaration shall be supplemented by the following provisions, provided, however, that in the event of a conflict between the provisions in the Declaration and the provisions herein, those in the Declaration shall control:

- (a) The Board of Directors shall annually propose and adopt a budget for each calendar year that shall include the estimated funds required to defray the Association's expenses and to provide and maintain funds for the following accounts and reserves according to the good accounting practices:
 - (1) Current Expenses- This account shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a

reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year may, at the discretion of the Directors, be applied to reduce the assessments for the current expense for the succeeding year.

- (2) Reserve for Deferred Maintenance- This account shall include all funds for maintenance items that occur less frequently than annually.
 - (3) Reserve for Replacement- This account shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
 - (4) Limitation- No reserve for any capital improvement with a total estimated cost of more than \$5,000 shall be created or spent without consent of a majority of the Members present in person or by proxy at the duly called meeting or by unanimous consent in writing.
- (b) The budget may be revised and/or amended from time to time as the Board deems appropriate; provided that notice of any meeting at which a budget will be considered (whether for adoption, revision, or amendment) must be given to Members at least ten (10) days prior to the meeting date, and a copy of the budget proposal must be made available to any Member who requests it. At any meeting at which a budget or budget amendment is considered, Members must be given a reasonable opportunity to comment on the proposal prior to the Board taking action.
- (c) Copies of the budget, and any amendments thereto, shall be available free of charge, to the Members, upon their request.
- (d) Assessments against the Association Members for their share of the items of the budget to be known as general assessments, shall made at any time during the calendar year, as the Board of Directors shall direct.
- (e) The Board may propose special assessments from time to time as permitted and/or required by the Declaration; provided that, except as set forth in Article 7, (j) below, notice and consideration of any proposed special assessment shall follow the procedures set forth in Article 7, (b) above.
- (f) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.
- (g) If at any time required by a majority of the Members present in person or by proxy at a duly called meeting or by unanimous consent in writing, an audit of the accounts of the Association shall be made by a certified public accountant. A copy of a statement of financial operations of the Association shall be furnished to each Member not later than May 15 of the year immediately following the end of the year for which the statement is made. However, no audit shall ever be required so long as Developer owns more than 75% of the total Lots by number within Watercress Addition.

- (h) The Board of Directors may require a fidelity bond from all persons handling or responsible for Associations funds. The amount of such bonds shall be determined by the Directors. The premiums on any such bonds shall be paid by the Association as a common expense.
- (i) The Board of Directors shall provide such expenditure controls as it shall deem necessary and advisable, including payment vouchers and purchase orders in such form as the Board may determine.
- (j) If the Board determines by a two-thirds (2/3) vote of the membership of the Board that a special assessment is necessary to respond to an emergency:
 - (1) The special assessment shall become effective immediately in accordance with the terms of the vote;
 - (2) Notice of the emergency assessment must be provided promptly to all Members; and
 - (3) The Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

ARTICLE 8 – AMENDMENT

These Bylaws may be amended by a majority vote of Members present in person or by proxy at a duly called meeting or by ballot. The Board may not amend these Bylaws.

ARTICLE 9 – GENERAL PROVISIONS

9.1 The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be as follows:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers, if any;
- (e) Reports of committees, if any;
- (f) Election of Directors (if necessary)
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment;

9.2 The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with purposes of the meeting:

- (a) Calling of roll;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees, if any;
- (d) Election of officers; (if necessary);
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment

9.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

9.4 Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Directors of the Association shall from time to time specify, and to provide for reasonable compensation, if any, for the performance of such duties and responsibilities.

9.5 To the extent not enumerated herein, the Association shall have and possess such powers conferred upon it by Bylaws, and by the Declaration.

9.6 In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or these Bylaws, the terms and provisions of the Declaration shall prevail, and the Members and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

9.7 Upon written request to the Board of Directors, or at the discretion of the Board in the absence of such a request, the holder of any duly recorded mortgage against any Lot shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner or Owners whose ownership is subject to such mortgage even if such Owner or Owners have waived the right to receive such notice.

9.8 Notice required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by certified mail addressed to such member or officer at his/her business or residence address.

9.9 Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his/her, her, or its address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.

9.10 No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

9.11 All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and in these Bylaws shall be deemed to be binding on all Members, Owners, and Occupants their respective heirs, personal representatives, successors and assigns.

9.12 The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or the Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration or of the rest of these Bylaws.

ARTICLE 10 – BOOKS AND RECORDS

10.1 The Association must retain the following for five (5) years unless otherwise provided:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;
- (b) Minutes of all meetings of Members and the Board other than executive sessions, a record of all actions taken by the Board without a meeting, and a record of all actions taken by a committee in place of the Board on behalf of the Association;
- (c) The names of Members in a form that permits preparation of a list of the names of all Members and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Member is entitled to cast;
- (d) The Association's original or restated organizational documents, these Bylaws, and all amendments to them, and all rules and regulations adopted by the Board and currently in effect;
- (e) All financial statements and tax returns of the Association for the past three (3) years;
- (f) A list of the names and addresses of the current members of the Board and the officers of the Association;
- (g) The Association's most recent annual report, if any, delivered to the secretary of state;

- (h) Financial and other records sufficiently detailed to enable the Association to comply with any requirements of law;
- (i) Copies of current contracts to which the Association is a party;
- (j) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Members; and
- (k) Ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate.

10.2 Subject to Section 10.3, the books, records, and papers of the Association, including the Declaration, the Articles, these Bylaws, any rules and regulations adopted by the Board, and those items described in Section 10.1, shall at all times, during reasonable business hours and upon ten (10) days' written notice reasonably identifying the specific records requested, be subject to inspection by any Member, where copies may be purchased at a reasonable cost.

10.3 Records retained by the Association, including but not limited to those items retained pursuant to this Article 10, may be withheld from inspection and copying to the extent that they concern:

- (a) Personnel, salary, and medical records relating to specific individuals;
- (b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
- (c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, these Bylaws, or rules and regulations adopted by the Board;
- (e) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- (f) Information the disclosure of which would violate applicable law;
- (g) Records of an executive session of the Board; or
- (h) Individual Lot files other than those of the requesting Owner.

IN WITNESS WHEREOF, the undersigned has executed these Bylaws on this 29 day of December, 2016 (the "Bylaws Adoption Date").

WATERCRESS HOMEOWNERS' ASSOCIATION

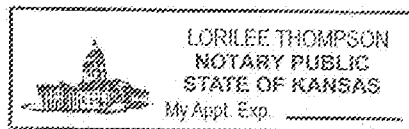
By: Gerald Woodard
Name: Watercress HOA
Title: Watercress Developer

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 29 day of December, 2016, by Gerald Woodard, as Watercress Developer of Watercress Homeowners' Association, a Kansas not for profit corporation.

[Signature]
Notary Public

My appointment expires: 4/13/18





**AMENDED AND RESTATED
WATERCRESS DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND DISCLOSURES**

THIS AMENDED AND RESTATED WATERCRESS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES ("Declaration") is made effective this ____ day of _____, 2016, by Walker, Lane & Reed Development, LLC, f/k/a Walker, Lane & Reed, LLC (hereinafter referred to as "Developer"). This Declaration supersedes, replaces, and further amends that certain Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures recorded with the Sedgwick County, Kansas, Register of Deeds on November 28, 2007 at DOC.#/FLM-PG: 28935044, as amended by that certain Amendment of Watercress Addition Declaration of Covenants, Conditions, Easements and Restrictions to Maize, Sedgwick County, Kansas recorded with the Sedgwick County, Kansas, Register of Deeds on March 18, 2014 at DOC.#/FLM-PG: 29440559, (collectively, the "Original Declaration").

WHEREAS, Developer, being the owner of more than five percent (5%) of the Lots within the Property (each as defined in the Original Declaration), has the power to amend and restate the Original Declaration, pursuant to Section 10.10 of the Original Declaration; and

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).

NOW, THEREFORE, Developer hereby amends and restates the Original Declaration, and covenants, agrees and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all 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 this 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 Watercress Homeowners' Association (or such other corporate name as the Developer shall hereafter select), a nonprofit corporation, incorporated under the laws of the State of Kansas, its successors and assigns.
- 1.3 "Board" shall mean and refer to the Board of Directors of the Association.
- 1.4 "Bylaws" shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.
- 1.5 "Community Area" shall mean each separate residential phase or area within the Property, as designated from time to time by the Developer, or its successors or assigns. The Community Area shall be comprised of:

"The Henley":

Lots 1-22, Block 1; Lots 1-13 and 31-47, Block 2; Lots 1-11, Block 3; all in Watercress Addition, an addition to Maize, Sedgwick County, Kansas;

Lot 1, Block 3, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; and

Lots 1-3, Block 3, Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas.

"The Villas":

Lots 23-33, Block 1, Watercress Addition, an addition to Maize, Sedgwick County, Kansas.

"The Retreat":

Lots 19, 20, and 23-36, Block 1; Lots 1-3, Block 2; all in Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas;

Lots 1-33, Block 1, Woods At Watercress Addition, an addition to Maize, Sedgwick County, Kansas; and

Lot 6, Block 1, The Sanctuary, Sedgwick County, Kansas.

As additional Property is annexed from time to time the Developer may designate portions thereof as a part of an existing Community Area or an additional Community Area and Developer may re-designate or modify existing Community Areas by removing or adding Lots from time to time by recording an addendum or amendment hereto.

- 1.6 "DRC" shall mean the Design Review Committee established pursuant to Article VIII hereof.
- 1.7 "Developer" shall mean Walker, Lane, & Reed Development, LLC, 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.

- 1.8 "W.C.A. Costs" shall mean the actual costs of owning, operating, maintaining, repairing and replacing the Watercress Common Area and improvements thereon including taxes and special assessments thereon.
- 1.9 "Watercress Common Area" shall mean those portions of the Property platted for the common use and enjoyment of the Members of the Association as the same is changed from time to time by annexation pursuant to Section 3.4 below, as follows: (a) Reserves A, C, D, E, F, H, J, K, L, and M, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (b) Reserves A, B, C, D, E, F, G, H, J, K, and L Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (c) Reserves A, B and C, Woods at Watercress Addition, an addition to Maize, Sedgwick County, Kansas.
- 1.10 "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. Two or more Lots which are combined into a single residential site shall be deemed one "Lot" hereunder, but shall be obligated for two assessments and dues and entitled to two votes in all Association matters.
- 1.11 "Member" shall mean and refer to every person or entity who or which is an Owner of a fee or undivided fee interest in any Lot, but not including any Owner who has sold such Owner's interest in a Lot under an escrow contract, installment for deed contract, or similar agreement and who no longer has possession of such Owner's Lot. During the time any such 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.
- 1.12 "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.
- 1.13 "Property" shall mean and refer to all of the property described as Watercress Common Area and the following Lots, together with, or excluding, such other land added or removed by the terms of this Declaration: (a) Lots 1-33, Block 1, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (b) Lots 1-13 and 31-47, Block 2, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (c) Lots 1-11, Block 3, Watercress Addition, an addition to Maize, Sedgwick County, Kansas; (d) Lots 19, 20, and 23-36, Block 1, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (e) Lots 1-3, Block 2, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (f) Lot 1, Block 3, Watercress Second Addition, an addition to Maize, Sedgwick County, Kansas; (g) Lots 1-3, Block 3, Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas; (h) Lots 1-33, Block 1, Woods At Watercress Addition, an addition to Maize, Sedgwick County, Kansas; and (i) Lot 6, Block 1, The Sanctuary, Sedgwick County, Kansas.
- 1.14 "Patio Home Area (The Villas)" shall mean the Lots within the Watercress Patio Home Community Area (The Villas), and as such areas are redesignated, modified, reduced or added to from time to time by Developer or the Association pursuant to this Declaration
- 1.15 "Structure" shall mean and include any improvement (other than trees, shrubbery, hedges and landscaping), the placement of which upon any Lot may affect the appearance of

such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, sign, mailbox, fence, greenhouse or bathhouse, covered or uncovered patio, screening materials, swimming pool, tennis court, sport court, basketball court, light pole, clothesline, radio or television antenna, fence, curbing, paving, a wall more than two feet (2') in height, satellite dish, signboard and other related structure. "Structure" shall also include (i) any excavation, fill, ditch, diversion dam or anything else which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across my Lot and (ii) any change in the grade of any Lot other than in accordance with drainage guidelines, standards and plans established by the Developer, DRC, any governing body having jurisdiction over the Property or the Lot-specific drainage plan referred to in Section 5.24, whichever is the 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 qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any Lot. Except as otherwise provided in this Declaration, the rights, duties, privileges, and obligations of all Members are set forth in: (i) this Declaration, as amended from time to time; (ii) the Articles, as amended from time to time; (iii) the Bylaws, as amended from time to time; and (iv) the Rules (as defined below), as amended from time to time.
- 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 Associations 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, then the vote shall be cast fractionally, proportionate to each Member's ownership interest.
 - B. Any Member who fails to pay an assessment shall not be entitled to vote on issues involving assessments and fees during any period in which such assessment remains unpaid. The Board shall be the sole judge of the qualifications of each Member to vote and the right to participate in meetings and proceedings of the Association.
 - C. Notwithstanding the foregoing, Developer shall be entitled to fifteen (15) votes for each Lot owned by it.
 - D. The Association 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, voting procedures, 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. Developer shall convey the Watercress Common Area to the Association prior to the date Developer fully transfers its rights under Section 2.4 below, by special warranty deed, in an "AS IS" condition, subject to all easements, right-of-way, and liens for non-delinquent ad valorem taxes and special assessments.
- 2.4 Initial Operation. Notwithstanding the provisions of this Declaration, the operation of the Association and the Board shall be within the absolute and exclusive control of the Developer until such time as Developer transfers the operation thereof by written notice thereof to the other Owners. During the operation of the Association and the Board by the Developer, Developer may perform and exercise any and all rights and obligations hereunder related to the Association, or the Board, including but not limited to improvements to the Common Area. Further, the appointment of the members of the DRC, pursuant to Section 8.2 hereof, shall be made by Developer until such time as Developer fully relinquishes such right by written instrument delivered to the Board.
- 2.5 Board of Directors. All actions of the Association shall be taken on its behalf by the Board, except in instances (a) when a vote of the Members is specifically required by this Declaration, the Articles, or the Bylaws, and (b) during the initial operation thereof by Developer pursuant to Section 2.4 above.

ARTICLE III

PROPERTY RIGHTS IN THE WATERCRESS COMMON AREA: MAINTENANCE

- 3.1 Members' Easements of Environment of Enjoyment. Every Member shall have a right and nonexclusive easement in and to the Watercress Common Area, and such easement shall be appurtenant to and shall pass with the ownership of every Lot, subject to the following provisions and to the other provisions of this Declaration:
- A. The right of the Board to establish, pursuant to procedures set forth in the Bylaws, uniform rules and regulations regarding the activities on or uses of the Watercress Common Area and to restrict or eliminate activities or uses thereof;
 - B. The right of the Board to limit the number of guests of Members;
 - C. The right of the Board, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Watercress Common Area and facilities and to mortgage the Watercress Common Area; provided that the rights of such mortgages shall be subordinate to the rights of the Members;
 - D. The right of the Board to suspend the use of the Watercress Common Area and any recreational facilities thereon by a Member and family and guests for any period during which any assessment against the Lot remains unpaid and delinquent, and for a period not exceeding sixty (60) days for any infraction of the rules and regulations of the Association. The Board shall have the right to employ third parties on behalf of the Association and to delegate to such parties the right to determine whether violations of this Declaration or rules or regulations have occurred regarding the Watercress Common Area;
 - E. The right of the Board to charge reasonable admission and other fees for the use of any recreational facilities situated on the Watercress Common Area;

- F. The right of the Board, on behalf of the Association, to dedicate or transfer all or any part of the Watercress Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Board; and
- G. The covenants and restrictions contained herein.
- 3.2 Declaration of Use. A Member's right of enjoyment in the Watercress Common Area shall automatically extend to all members of his or her immediate family residing on a Lot with such Member. No guests shall be entitled to exercise such right of enjoyment or to any use of the Watercress Common Area except as provided in, and subject to such regulations as may be promulgated by the Board.
- 3.3 Waiver of Use. No Member may exempt himself or herself from personal liability for assessments only levied by the Association, nor release the Lot owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the Watercress Common Area and the facilities thereon or by abandonment of his or her Lot.
- 3.4 Reconfiguration and Conveyance of Portions of the Watercress Common Area. Notwithstanding anything to the Contrary provided herein, the Developer or the Association may alter or reconfigure the Watercress Common Area from time to time through re-platting, lot split, boundary shift or other subdivision procedures or conveyances for the purposes of adding land to or removing land from, the Watercress Common Area. Automatically, without the necessity of amending this Declaration, upon the completion of any such alternation or reconfiguration, any land (a) removed from such area shall cease to be Watercress Common Area, and, upon such removal, no Member shall have an easement or right of use or access thereto and (b) added to the Watercress Common Area shall become a part thereof, and upon such addition each member shall have a nonexclusive easement thereto, as provided in Section 3.1 above.
- 3.5 Watercress Common Area, Amenities, Improvements and Maintenance. Developer shall pay the initial cost of platting, constructing, or installing, as applicable, the original improvements and amenities to the Watercress Common Area listed on Exhibit "A" attached hereto; provided, Developer or the Association may install additional amenities or improvements as either elects from time to time. Developer, its contractors and any subcontractors, and the employees thereof, shall have an easement and right of access upon the Watercress Common Area for the construction and installation of Watercress Common Area improvements and amenities.
- 3.6 Natural Condition of the Watercress Common Area. Developer intends to preserve most, if not all, of the Watercress Common Area in a natural state and condition without mowing or trimming, however, certain areas selected by Developer or the Association (most likely selected areas around the play area and entry areas) will be mowed, trimmed, and planted with flowers and shrubs.

ARTICLE IV COVENANTS CONCERNING ASSESSMENTS AND LIENS

- 4.1 General Assessments. For the purpose of providing funds for the operation of the Association, and for operating, maintaining, caring, insuring, improving and conducting such other activities and taking such other actions pertaining to the Watercress Common Area 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 the Owner(s) thereof, a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof; provided, that each of the Villas shall also be assessed equally for the Association's actual expenses incurred in providing the Villas' lawn care, lawn fertilization, mowing (but not inside a fence), snow removal, and trash removal. The general assessment shall be paid annually or quarterly, as specified by the Board from time to time. The amount of the initial general assessments shall be established by Developer and shall commence on the date specified by Developer upon notice to the Owners either personally delivered or mailed to an Owner's last address known to the Developer. The assessment 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.

4.2 Basis of Assessment; Exemption; Transfer Assessment; Proration.

- A. Except in regard to the Villas, pursuant to Section 4.1, 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 (i) in view of the substantial expenditures incurred by Developer in connection with the Watercress Common Area, 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 holds legal title thereto (provided, the assessment exemption for such general contractors shall not extend beyond twelve (12) months from the date an applicable Lot is conveyed to such contractor and shall cease if the Lot and residence thereon is occupied for residential purposes).
- B. At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to Five Hundred Dollars (\$500.00); provided the requirement to pay such a fee shall not apply to:
 - i. The transfer by Developer to an affiliated entity, or the transfer of Developer's interest as developer of the Property;
 - ii. The transfer of title to any Lot to a properly licensed general contractor for the purposes of constructing a residence thereon for the purpose of offering the same for sale.
- 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.

4.3 Limitations on General Assessments.

- A. Subject to subparagraph B below, the maximum general assessment for any year may not be increased to an amount which is more than thirty percent (30%) above the general assessment for the previous year.

- B. The assessment for any year may be increased to an amount greater than the amount permitted by subparagraph A above only upon the affirmative vote of the Members holding more than one-half (1/2) 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.

4.4 Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or special meeting called upon notice for such purpose pursuant to the procedures set forth in the Bylaws, establish a special assessment to be leveled equally against each Lot 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 (2/3) of the votes of the Members present, in person or by proxy, at a 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 by the Board) on the first day of the second calendar month next following the date that the same shall be established by the Board.

4.5 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 attorneys' fees, and penalties and interest for the late payment or nonpayment thereof, provided however if the Association is unable to collect from the Owner(s) the costs and expenses incurred by the Developer prior to the transfer of operations, the Developer shall have the separate and independent right to collect such costs and expenses from the Owner(s). 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 all duties, rights and powers of the Association as provided for in this Declaration, the Articles and the Bylaws. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining, nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.6 Assessments and Lien; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, 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 and any attorneys' fees as herein provided, have been fully paid or otherwise satisfied. The Association may cease to provide all and any of the services provided by or through the Association with respect to any Lot during the period that an Owner is delinquent in the payment of any sum due under this Declaration, and no such cessation

of services shall result in reduction of any amount due from the Owner before, during or after such cessation; provided, however, that the Association may not (i) deny an Owner access to its Lot or (ii) withhold any services that would endanger the health, safety or property of any person. No claim of the Association for assessments or other charges due hereunder shall be subject to setoffs or counterclaims made by any Owner.

- 4.7 Notice of Delinquency. At the time after any general or special assessment against any Lot has become delinquent, the Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs, including attorneys' fees and expenses, fines and late fees, which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association. Upon payment or other satisfaction of said assessment, interest, late fees, fines and all costs and expenses in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.
- 4.8 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 if for its attorneys' fees and any other expenses reasonably 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
- 4.9 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 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 anytime within three (3) years following the filing of the Notice of Delinquency, provided, if at the expiration of such three (3) 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 sale of the applicable Lot. Subject to Section 4.10, the purchaser of any Lot shall be jointly and severally liable with the seller for all unpaid assessments up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor; however, any prospective purchaser upon written request shall be entitled to a statement from the Board setting forth the amount of unpaid assessments against the seller, and such purchaser shall not be liable for, nor shall the Lot

to be conveyed be subject to a lien for, any unpaid assessments against the seller excess of the amount stated in said statement.

- 4.10 Subordination of 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 sale.
- 4.11 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.
- 4.12 Late Fee and Interest on Delinquent Assessments. In the event assessment charges (general or special), fines 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.
- 4.13 Duties/Use of Funds. The Association assessment fund shall be used for such of the following purposes as the Board shall determine necessary and advisable for improving, maintaining, repairing and replacing the Watercress Common Area, which responsibilities include, but are not limited to expenses incidental to the proper operation, maintenance, repair and replacement of any recreational facilities located within the Watercress Common Area, including any recreation structures or improvements; for collection and disposing of garbage and rubbish; for employing security services (if the Board elects to do so); for caring for vacant property (including the mowing of vacant Lots not owned by Developer); for removing grass or weeds; for street cleaning; for street lights, street signs, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of the Association, for purchase of insurance; for fees, expenses and costs incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; for doing any other thing necessary or advisable for the general welfare of the Owners; or for any other purpose within the purposes for which the Association is incorporated.
- 4.14 Fines. The Board shall have the authority to assess fines for any violation of this Declaration by an Owner, which fines shall be determined in the sole discretion of the Board; provided, a fine may not exceed fifty dollars (\$50.00) per day of violation unless unanimously approved by all members of the Board. Prior to assessing such fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Owner, specifying the violation. If the noncompliant Owner fails to cure the violation within twenty (20) days following the mailing of such notice by the Board, or if there is a reoccurrence of the violation during such twenty (20) day period, then in

addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant owner and his Lot in an amount determined by the Board to be appropriate in its discretion, which shall be paid within ten (10) days following the date notice thereof is given to such Owner by written notice deposited in the mail to the Owner's address last known to the Board, or personal delivery thereof to the residence of such Owner. Until paid in full, the amount of such fine shall constitute a lien on the noncompliant Owner's Lot, and shall be subject to enforcement and foreclosure in the same manner as an assessment under this Article 4.

ARTICLE V USE OCCUPANCY AND CONDUCT RESTRICTIONS

- 5.1 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 spaces between Structures; and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots and the Watercress Common Area.
- 5.2 Construction Requirements. Unless otherwise approved by the DRC, which may take into account new products and techniques, the following construction guidelines shall be complied with:
- A. Material; Size; Basement and Roof. As to all Lots except the Villas, but subject to such waivers or modifications as are permitted by the DRC, the applicable construction requirements shall be as follows:
- i. Exterior walls and facings of all buildings, Structures and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, limited wood siding, and paneling approved by the DRC, glass, glass blocks, vinyl or steel siding, or any combination thereof or as approved by the DRC. Unless otherwise approved by the DRC, at least eighty percent (80%) of the siding or veneer surface of the front elevation of each residence shall be brick, stone or stucco materials. Each residence shall, unless otherwise approved by the DRC, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages.
 - ii. All roofs on all building improvements on any Lot shall be high grade composition or forms of tile approved by the DRC from time to time.
 - iii. The size and total square feet of each residence must be approved by the DRC and meet the requirements set forth by the DRC from time to time in

its sole discretion. Such requirements may vary among the various Community Areas.

- iv. Builder may not haul dirt out of Watercress without Developer's prior approval. In the event excavated dirt which Builder does not intend to utilize at any building site within the Property is useful to Developer elsewhere within the Property, then Builder agrees to haul such dirt from the Lot to such location as directed by Developer, at no cost to Developer. In the event Developer does not require additional dirt, or Builder is unable to utilize such dirt at another construction site within the Property, then Builder shall haul such excess dirt out of the Property at no cost to Developer.
- v. Construction of home must begin within one (1) year from the date of closing on a Lot. If construction has not begun for Owner's personal home, Owner shall sell said Lot back to Developer at the original price, unless Developer has no interest in purchasing the said Lot and then Owner may sell said Lot to the public.
- B. Roofs, Pitch and Windows. Unless otherwise approved by the DRC, the minimum pitch of the roof for each residence or other building constructed on a Lot shall be 9/12, except the Villas which may be 8/12. Window frames shall be wood, vinyl or other composition materials as approved from time to time by the DRC.
- C. Initial Policy Guidelines. The following initial policy guidelines have been established for Lots, and the same may be waived, changed or revoked from time to time by the DRC without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the DRC to determine current policy guidelines.
 - i. There shall be no rock or gravel yards and all front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.
 - ii. In the event of the construction of any retaining walls, the plan and materials utilized must be previously approved in writing by the DRC.
 - iii. Basketball backboards must be permanent, free-standing and shall be either clear glass or acrylic, and shall be first approved by the DRC before installation. All other recreation and play equipment shall be located in the rear of any Lot and must be approved by the DRC.
 - iv. All vegetable gardens shall be in the back yard only. Vegetable and other gardens shall be screened so as not to be visible from any other Lot or the Watercress Common Area. No garden(s) on any lot may exceed four hundred (400) square feet in area without the prior approval of the DRC.
 - v. Dog runs, if permitted at all by the DRC, must be screened from view from neighboring homes with fencing or other appropriate material.
 - vi. All exterior wood surfaces on homes (excluding decking) must be painted, or stained and sealed.
 - vii. No window shall contain any reflective material provided by anyone other than the original window manufacturer and approved by the DRC.
 - viii. Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot if so approved by the DRC; provided, that the

- same shall not exceed one (1) story in height; are allowed by applicable building codes; and are constructed using exterior materials and design characteristic of the residence on such Lot.
- ix. All firewood stacks in excess of two (2) cords of wood shall be screened from view from neighboring Lots, and no stack shall exceed six feet (6') in height.
 - x. All forms of sculpture or "yard art" must be approved by the DRC.
 - xi. Within ninety (90) days following substantial completion of a residence on a Lot, but in any event, not later than the planting season immediately following completion of such residence, the Owner thereof shall sod the entire front yard, the side yards and back yard of such residence thereof, and shall plant at least fifteen (15) perennial shrubs and or bushes and five (5) trees on the Lot, with a minimum of three (3) deciduous trees having trunks at least two inches (2") in diameter measured at a point two feet (2') above ground level and minimum of two (2) trees at least four feet (4') in height about ground level; a minimum of three (3) of such trees shall be planted in the front yard of such Lot. Specific tree species and location may be required by the DRC.
 - xii. No Zoysia, Bermuda or prairie grass lawn (as determined by the DRC) shall be permitted.
 - xiii. Pad elevations and all exterior drainage shall be set by Developer's engineer at the cost of Owner, and any deviation therefrom and any resulting liability, damage, or costs incurred as a result thereof, shall be the responsibility of the Owner.
 - xiv. No Christmas lights shall be lighted before Thanksgiving, and all Christmas lights shall be taken down no later than March 15 of the following year.
 - xv. All tennis and sport courts must have a green or black vinyl fence (unless black wrought iron is utilized) and any windscreen shall be black or green. No fence may exceed ten feet (10') in height. Tennis or sport court lighting is not allowed. Tennis and sport courts shall be built in the rear yard portion of any Lot, and shall include such landscape and screening as required by the DRC.
 - xvi. No storage sheds shall be permitted except as may be specifically approved by the DRC. Any storage shed approved by the DRC must be permanent in nature and shall be constructed using exterior materials and design characteristics of the residence constructed on the Lot.
 - xvii. Any permanent or temporary covering of a swimming pool, tennis court, patio, or otherwise (including a rigid or "bubble" type covering), shall be deemed a Structure that is subject to review, approval or disapproval by the DRC hereunder.
 - xviii. All garages in The Retreat at Watercress must be side loaded, which includes "L" shaped garages, and may include approximately one hundred thirty-five feet (135') or greater side yard/side loaded garages, if previously approved in writing by the DRC; provided, the DRC may (but

shall not be required to) approve front loaded garages with acceptable motor courtyard walls and screenings.

xix. Mail box Structures shall be approved by the DRC prior to construction.

xx. Trash can refuse container storage areas shall be installed at a location approved by the DRC and shall be screened in a manner approved by the DRC.

- 5.3 Rules and Regulations. Each Owner/Occupant 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.
- 5.4 Damage Prohibited. No Owner/Occupant shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Watercress Common Area, street rights-of-way, or the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot, Watercress Common Area, 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, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other constructing or excavation activities. 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 and may be owned by the Association or by individual Owners.
- 5.5 Residences. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one new single-family residence for private use, with a private garage and other Structures incidental to residential uses, which are approved by the DRC as specified herein. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot without the prior written approval of the DRC.
- 5.6 No Excavations. No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the DRC.
- 5.7 No Storage; Trash. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. 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 the property line.
- 5.8 Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Board. The Board, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Board, to be compatible with a high-quality, limited access, residential neighborhood.
- 5.9 Temporary Buildings. Except as authorized by the Board, 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.

- 5.10 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 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 or trailers upon one of more Lots.
- 5.11 Animals. No animals, including horses or other domestic farm animals, fowl or poisonous reptiles of any kind may kept, bred or maintained on any Lot, except a reasonable number of commonly accepted household pets approved from time to time by the DRC. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Board. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number animals that may be kept on any Lot. Dogs, cats and all other pets or animals shall be confined at all times to the Lot and dogs 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.
- 5.12 Signs. Except as authorized by the Board, and 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; 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 the Lot and residence upon which it is erected and improvements thereon, if any.
- 5.13 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(s) 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 the Property.
- 5.14 Antennas. Except as authorized by the DRC, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no Owner shall erect any Structures, either or temporarily, upon the Lot; provided that, notwithstanding the foregoing, an Owner may install within his, her, or its Lot a television satellite dish having a diameter not more than twenty-four (24) inches, so long as the location of such dish is satisfactory to the DRC. Should any part or all of the restrictions set forth in this Section be unenforceable because the same violate any applicable law, code, or ordinance, the DRC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control 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.
- 5.15 Vehicles and Trailers. Except as authorized by the Board, no automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer, or trailer or any other vehicle of any type or description may be stored upon any of the Watercress Common Area, nor may any boat, commercially equipped vehicle, boat trailer, house trailer, camper

recreational motor vehicle, camper trailer or similar item be stored or permanently, continually or regularly parked on any street, driveway or in the open area of the Lot.

- 5.16 No Joyriding. Except as otherwise authorized by the Board, motor scooters, minibikes, or similar vehicles shall be operated for transportation only, and no joyriding on the streets, any Lot, or the Watercress Common Area shall be allowed except on a designated bike or cycle trail.
- 5.17 Requirement to Keep Lot in Good Order and Repair. Each Owner shall keep all Lots owned by it in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, and the trimming, pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood. The Association will provide lawn mowing and lawn fertilization outside the fence to the Villas and will provide the water lines and valves for the sprinkler system connection, but each Owner shall be responsible for the sprinkler heads and controls and control panel on such Owner's Lot. Furthermore, except as may be otherwise approved by the DRC, each Owner of a Lot other than in the Villas which is contiguous to either (a) a street or (b) a lake, pond or stream shall install and operate a water sprinkler system, seed, mow and otherwise maintain in good, slightly condition, a lawn area between the boundary of such Lot and the street and/or lake, pond or stream, as applicable. Each Owner shall keep all improvements on such Owner's Lot in good order and repair, including painting and other external care. If, in the opinion of the Board, any Owner fails to perform the duties imposed by this Section, the Association, after approval by a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to the Owner to remedy the condition in question, shall have the right, 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 an 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 Board may establish a special assessment and lien on such Lot for such cost and charge, together with interest thereon at the rate specified in Section 4.12 above, and enforce the same as provided in Article IV hereof. 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 by applicable law made superior.
- 5.18 Division of Lots Prohibited. Except as authorized by the DRC, 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.
- 5.19 No Disturbances of Streams. No lake, pond, stream or water drainage facilities, natural or erected, within the Watercress Common Area shall be disturbed other than by Developer or the Board.
- 5.20 Boating; Lake Use. Except as permitted by the rules adopted by the Board from time to time, no boat or personal watercraft (motorized or not), raft, canoe or surfboard shall be operated or stored upon any body of water within the Watercress Common Area. Any use of any lake, pond, or other body of water shall be strictly in compliance with the rules and regulations adopted from time to time by the Board.

- 5.21 Fishing. Fishing in any body of water, if any, within the Watercress Common Area will only be permitted at such times and at such places only to the extent, if any, permitted by the rules adopted by the Board from time to time concerning such use.
- 5.22 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 of the fence or wall easement areas, any entry areas shown on the plat(s) of the Property, within other easement areas established by other easement instruments, or within the Watercress Common Area. With respect to any Lot on which Developer has constructed any entry monument, fence, "living fence" or wall, 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 DRC.
 - B. Fencing may not be installed to the front of a residence constructed on a Lot. No fences shall be constructed or maintained on Lots except for privacy fences immediately adjacent to patios which are appurtenant to a residence and except for black wrought iron or tubular steel fences which do not exceed six feet in height and which are approved by the DRC.
 - C. All fences shall be approved by the DRC prior to construction or installation on any Lot.
 - D. All fences installed within drainage ways established by the master drainage and grading plan referred to in Section 5.24 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 the Lot.
 - E. No fences, walls or trees shall be constructed or installed on any Lot within fifteen feet (15') of the water's edge of any lake located within the Watercress Common Area.
 - F. Notwithstanding any other provision of this Declaration or the Bylaws, any rule or regulation regulating display of the flag of the United States must be consistent with federal law. In addition, the Association may not prohibit display on a Lot of the flag of the State of Kansas, or signs regarding candidates for public or Association office or ballot questions. The Association may adopt, pursuant to the procedures set forth in the Bylaws, rules governing the time, place, size, number, and manner of those displays that are not inconsistent with Kansas law.
- 5.23 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 permanent Structure) until all the Lots have been sold to consumers for construction of residences thereon.
- 5.24 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 grading and drainage plan relating to the Lot. Developer has established a master grading a drainage plan for the Lots, a copy of which is recorded in the office of the Register of Deeds, and each Owner shall strictly comply with the same. No Owner

shall place or install any Structures, including, but not limited to, trees, shrubbery, landscaping, sand boxes, gardens, and retaining walls, in any drainage easement or channel. The DRC or person designated by the DRC shall have the right to enter upon any Lot for the purpose for determining whether the Lot is in compliance with such guidelines, standards, and plans. A determination by the DRC 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 DRC under this Section 5.24 upon the specific request of any Owner and, in the event Developer so overrides a specific decision of the DRC, any subsequent reference in this Section 5.24 to the DRC shall refer to the Developer in lieu of the DRC as to the specific decision in question. In the event at any time the DRC determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the DRC 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 DRC, the Owner of such Lot shall have not have taken reasonable steps to correct the same, the DRC shall have the right, through its agents and contractors, to enter the Lot and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such compliance and pay the Association 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 Board may thereafter establish a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in Article IV hereof. Developer recommends that any time a Lot is surveyed by an Owner, whether in connection with mortgage financing or otherwise, that the surveyor verify that the grading and drainage pins located in the rear of the Lot are at the elevations required by the master drainage plan referred to above. It shall not be Developer's obligation to enforce compliance with the master grading and drainage plans. The DRC and the Developer 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 DRC or the Developer not requiring a Lot drainage and grading plan or compliance therewith or for the quality or compaction of any soil.

- 5.25 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" basement(s), 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 a 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 flood plain, in which situations the Developer, or another party, has caused the same to be removed from the

flood plain by increasing the elevation thereof with fill as required by the City of Maize, Kansas 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 City and other applicable agencies, consider inherent risks and determine whether to obtain and maintain flood insurance. Neither Developer nor the Association shall have any liability or responsibility for any damage resulting from such water encroachment.

- 5.26 Boat Docks. No boat docks, piers, moorings, boathouses, slips or similar Structures may be constructed within the Watercress Common Area or on a Lot.
- 5.27 Artificial Vegetation. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.
- 5.28 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.
- 5.29 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 Stormwater Run-Off From Construction Activities Under the National Pollutant 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 stormwater 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 this Declaration, and all laws, rules, regulations, and ordinances now or hereafter in effect, including, but not limited to those referred to above, and shall indemnify and defend Developer and the Association 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).
- 5.30 Water Levels in Lakes and Ponds. 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 of water may at some point in the future become dry and 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.

- 5.31 Mowing Assessment. In addition to the annual general assessment, any Lot on which a residence has not been constructed and completed shall be assessed \$400.00 for each calendar month during the mowing season between the date the same is acquired by an Owner other than the Developer and the completion of a residence thereon, in order to partially reimburse the Developer or the Association for the cost of periodically mowing such Lot so that it remains in a sightly condition; provided, such cost may be increased or decreased from time to time by Developer or the Association based on the actual mowing costs. An easement is hereby established to permit the Developer, the Association and contractors of either to enter upon a Lot for mowing prior to completion of a residence thereon.
- 5.32 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, 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. Each approved builder must execute a builder's agreement on terms satisfactory to Developer prior to commencement of construction. Buyer is hereby informed that, among other things, an approved builder is required to contract with Developer to pay a fee (the "Fee") based on (a) the original sales price of the Lot in the initial sale by the Developer and (b) the aggregate costs of initially constructing and completing the residence, garage and related improvements on the applicable Lot, which Fee shall be paid at the time of substantial completion of such initial residence, and related improvements or no later than five (5) days prior to the occupancy thereof, whichever occurs first. The specific calculation of the Fee is included as part of the initial sales contract concerning a Lot.
- 5.33 Off Street Parking. Each of the Lots shall provide at least four (4) off-street parking spaces for each residence within the garage and driveway areas.
- 5.34 Lawns and Trees. No tree having a diameter of two inches (2") or more (measured from a point two feet (2') above ground level) or more than four feet (4') in height, nor any shrub or bush having a total diameter or height more than twenty-four inches (24") shall be removed, or shall be trimmed or pruned in such a way that it is unattractive in the opinion of the DRC, on any Lot without the express written authorization of the DRC, except if such tree or shrub is substantially diseased or damaged or except as may be reasonably required for the installation, maintenance, repair or replacement of underground utility lines. The DRC may designate certain trees, regardless of size, as not removable without written authorization.
- 5.35 Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition, in accordance with the master drainage plan, all drainage channels and swales located on any Lot owned by such Owner. In the event storm drains are installed within any Lot, the Owner thereof shall maintain the drain inlets so they are not obstructed. Any drainage channels and swales at the roadside shall be grass, unless other vegetation or material is approved by the DRC.
- 5.36 Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Board. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance, repair, and replacement of a private residence and improvements related thereto.

ARTICLE VI
THE ASSOCIATION

6.1 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 Association shall maintain, water, fertilize, mow and keep clean the portions of the Watercress Common Area which are to be maintained by it hereunder. It further shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer or the Association.
- C. The Association shall maintain such insurance on the Watercress Common Area, and the facilities thereon, and liability and other types of insurance as the Board deems necessary and advisable.
- D. The Association may improve the Watercress Common Area in any manner that it shall find to be necessary, desirable or beneficial to the interest of the Watercress Common Area and the Members.
- E. The Association shall have the right to create and establish reserves for the repair, restoration or replacement of the portion of the Watercress Common Area to be maintained by it hereunder and any improvements thereon.
- F. The Association, through the Board, shall have the right to adopt, and modify from time to time such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Property and for the health, comfort, safety, enjoyment and general welfare of the Owners and occupants of Lots and those using the Watercress Common Area, including but not limited to those rules and regulations specifically described elsewhere in this Declaration (collectively, the "Rules"); provided, however, that the Board shall comply with the procedures set forth in the Bylaws in adopting, amending, and repealing the Rules.
- G. The Association, through the Board, shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming and keeping clean the portion of the Watercress Common Area to be maintained by it hereunder.
- H. The Board may select from time to time a single company to provide trash removal service for residences on the Lots and shall notify the Owners. 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 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.

I. The Board shall have the authority to assess fines for any violation of the provisions contained in this Declaration. Prior to assessing any fine, the Board shall mail written notice to the last address 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 recurrence of the violation during that 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 referred to in Article IV of this Declaration.

J. The Board shall have the right to employ on behalf of the Association third parties as security and/or enforcement personnel (which personnel shall have the right to determine whether violations of rules or regulations have occurred).

6.2 Operations and Expenses. The Association shall establish such committees as may be provided for in the Bylaws, and the Board may engage accountants, legal counsel and other consultant as may be reasonably necessary for the discharge of its duties hereunder.

6.3 Taxes and Assessments. Each Owner shall pay the taxes or assessments against such Owner's Lot and personal property located thereon prior to delinquency.

6.4 Repair and Restoration of Improvements on Watercress Common Area. Should any improvements on any portion of the Watercress Common Area, or any part or portion thereof which is to be maintained by the Association, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and, so long as there are sufficient insurance proceeds collected as a result of such damage or destruction, the same shall be done substantially in accordance with the original plans and specifications for the improvement of the same. The repair and restoration work referred to in this Section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced, the same shall be pursued diligently to completion. Notwithstanding the foregoing, in the event that any such wall, lake, fence, and equipment, fence, hedge or landscaping within the Watercress Common Area shall be damaged or destroyed through the intentional misconduct or negligence of an Owner, or such Owner's family members or invitees, including, but not limited to, failing to correct faulty drainage or improper use of weed killer, such Owner shall be responsible for the cost of replacement or repair thereof.

ARTICLE VII EASEMENTS AND ACCESS CONTROL

7.1 Public, Utility, Floodway and Drainage Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway and drainage of Lots

and in the Watercress Common Area are dedicated as shown on the recorded plat(s) of the Property or by separate instrument.

7.2 Some Easements Not Shown on Plat. Owners should not rely on the plat(s) of the Property to determine the location of utility or other easements or rights-of-way. Such easements or rights-of-ways are often created by separate instruments not shown on the plat(s) and are disclosed on each Owner's title insurance policy if they exist at the time Owner purchases the Lot.

7.3 Easement in Favor of Developer and Association. Developer specifically reserves unto itself, its successors and assigns, and for the Association, in connection with the use, operation, construction of improvements and amenities, and maintenance of the Watercress Common Area, together with street rights-of-way, as provided herein and improvements thereon or therein, a perpetual, nonexclusive easement and right-of-way over the Lots, Watercress Common Area, and such street rights-of-way, including, but not limited to, constructing, maintaining, moving, repairing, replacing and rebuilding water sprinkler systems, including water lines, water wells, sprinkler controls, and 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 and the Watercress Common Area, 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, fence, wall, walkway, water sprinkler system (including water wells, sprinkler controls, and electric meters and lines associate therewith), or any signage pertaining to or serving the Watercress Common Area, or the residential development within any wall, utility and/or drainage easement shown on the current or any future plat(s) of the Property, or located on a Lot but, due to oversight, not actually located in the appropriate easement area. Developer may have installed a sign advertising development on a Lot or within the Watercress Common Area prior to the sale of such Lot or transfer of the Watercress Common Area to the Association. Developer, its successors and assigns, hereby retain an easement for the placement, and replacement, of any such advertising sign until all Lots have been sold by Developer or its successors and assigns.

ARTICLE VIII

DESIGN REVIEW COMMITTEE; ARCHITECTURAL CONTROL

8.1 Committee. A Design Review Committee ("DRC") shall have the responsibility for the review, approval or disapproval of plans relating to the construction of Structures on each Lot. The DRC shall establish minimum above-ground living plans area and basement square footage requirements for residences to be constructed on a Lot, which requirements may be revised from time to time by the DRC. The DRC shall review, approve, or disapprove all matters pertaining to the construction and completion of the initial residence and related Structures on each Lot and approve or disapprove all specifications, plans and other matter pertaining to fencing; drainage matters as referenced in Section 5.24 above and elsewhere; and 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.

- 8.2 Membership. The members of the DRC shall be up to three (3) persons, to be appointed by Developer until Developer relinquishes such right as referred to in Section 2.4 above. Upon the death or resignation of any member of the DRC, or in the event Developer desires to remove any member, Developer shall appoint a successor. The decision of a majority of the DRC shall be binding, provided, the DRC may delegate its rights and responsibilities hereunder to one or more of its members from time to time.
- 8.3 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 DRC. 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 as materially changes the exterior appearance thereof (**including exterior color scheme**) or Lot grading plan, nor shall any new Structure be placed on such Lot, unless plans therefor shall have been submitted and approved in writing by the DRC. The plans and specifications shall be in such form and shall contain such information as may be required by the DRC, 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 location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots as prepared in accordance with the master grading and drainage plan. Plans and specifications shall be deemed to be submitted to the DRC 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 DRC 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 with thirty (30) days following Owner's submittal to such committee.
- 8.4 Decision Final. Whatever shall be the decisions of the DRC, it shall be final and conclusive.
- 8.5 Drainage Matters. In connection with the installation of Structures on a Lot, including landscaping, the Owner thereof at the time of construction agrees, at such Owner's expense, to comply with the grading and drainage matters referred to in Section 5.24 above. Additionally, in conjunction with the completion of construction of the initial residential improvements and landscaping on a Lot, the Owner thereof shall cause a licensed surveyor or engineering firm designated by Developer or the Association:
- A. If the Developer has previously installed grading or drainage pins at the rear boundary of the Lot, to certify to the Developer and the Association that the pins continue to be the elevations required by the grading and drainage plans referred to in Section 5.24 above, or

B. If Developer has not previously installed such grading or drainage pins, to install such pins and certify to Developer and the Association that such pins have been installed at the elevations required by such master grading and drainage plan.

- 8.6 Rules and Statements of Policy. The DRC may promulgate rules from time to time governing the form and content of plans to be submitted for approval or requiring specific improvements of Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, minimum above-ground living area and basement square footage requirements or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the DRC at any time, and no inclusion in, omission from, or amendment of any such rules or statements shall be deemed to bind the DRC to approve or disapprove any feature or matter subject to approval or to waive the exercise DRC's 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 DRC'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 uses of the Lot in question.
- 8.7 Right of Inspection. Representatives of the Board or DRC or any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration or Structures thereon are in compliance with the provisions hereof, and neither the DRC, 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.
- 8.8 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 DRC pursuant to the provisions of this Article VIII, such construction, remodeling, alteration, erection, maintenance, placement or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Association, any such Structure 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 two-thirds (2/3) decision of the Board, shall have the right through its contractors and representatives, to enter upon the Lot in question and to take such steps as may be necessary to remove and correct the 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 therefore 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 cost and charge, together with interest thereon at the rate specified in Section 4.12 above, and enforce the same as provided in Article IV hereof. The lien established as a result of the 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.

- 8.9 No Liability. Neither the DRC, the Developer, the Association, the Board, nor any officer, 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 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 or the Associations' Articles or Bylaws, responsibilities or functions under this Declaration, including, but not limited to, this Article and Section 5.25 of this Declaration.

ARTICLE IX
NOTICE OF POSSIBLE SPECIAL ASSESSMENTS
RIGHT OF GOVERNMENTAL AUTHORITIES

- 9.1 Assessments. Notice is hereby given to each purchaser of a Lot that special assessments will be spread by the City of Maize, Kansas, to Lots in the future, due to the installation 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 assessments by reason of work performed by the City of Maize, Kansas to major arterial streets in the vicinity of the Property.
- 9.2 Right of Governmental Authorities. The Watercress Common Area has been or is to be conveyed to the Association, which shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Developer shall be responsible for such maintenance and upkeep thereof on behalf of the Association. In the event the Developer or the Association, their respective successors or assigns, shall fail at any time to maintain the Watercress Common Area or fail in any manner to fulfill its obligations relating to the Watercress Common Area, the appropriate governmental authority, in order to preserve the taxable value of the properties within the Property and to prevent the Watercress Common Area from becoming a nuisance, may enter upon said Watercress Common Area and perform the obligations listed in the Notice of Delinquency. All costs so incurred in carrying out the obligations of the Developer or the Association may be assessed equally against all the Lots within the Property in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should either the Developer or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said notice, apply for a hearing before the appropriate governmental authority to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

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 Watercress Common Area, in the Property, and thereby subject the same to the terms, provisions and conditions of this Declaration (as provisions hereof may be 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 recordation with the Register of Deeds of the county in which the Property is located, of an instrument expressly stating 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 additional real 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 Owners of a majority of the Lots 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 or 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 jurisdictions 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 by minimum requirements adopted for the promotion of the health, safety, comfort, convenience 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 issues pursuant to law relating to the construction, use or occupancy of buildings or premises; nor is the intention of this Declaration to interfere with or abrogate or amend 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 constructed 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 restriction, 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 to 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, any 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 Title. 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 the singular, unless the context requires the contrary, and the masculine feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.
- 10.8 Successors-in-Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed in 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 thirty-five (35) 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 the 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 a minimum of five percent (5%) of the Lots within the Property. Following the date Developer, its successors and assigns, no longer owns a minimum of five percent (5%) of the Lots, any provision 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 represented at such meeting, whether in person or proxy.

A copy of each amendment provided for in this Section shall be filed of record in the Register of Deeds for the county in which the Property is located. With respect to amendments, following the date the Developer no longer owns a minimum of five percent (5%) 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, and that the proper number of votes approving the amendment was obtained. Such certificates will be filed as part of or with such amendment. Notwithstanding the foregoing (i) so long as Developer, or any assignee thereof, owns one (1) Lot, any such amendment modifying the "Construction Requirements" contained in Section 5.2 above shall require the written consent of Developer; (ii) no amendment by Owners materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee; and (iii) no amendment by Owners materially adversely changing or modifying the application of the terms of this Declaration concerning the Lots within the Watercress Development, or the Owners of such Lots shall be binding, without the written consent of sixty percent (60%) of the Owners of such Lots.

- 10.11 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement 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 and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.
- 10.12 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 of Developer.
- 10.13 Commercial And/Or Office Development. Each Owner is hereby advised that real property in the vicinity of the Property may be developed and operated for commercial and/or office purposes or purposes other than for single family residences. Each Owner is responsible to inform himself, herself, or itself concerning the possibility of such developments and no Owner shall rely on any statements made by sales persons concerning future development or uses of 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.
- 10.14 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 City of Maize Engineering Department in Maize, Kansas, at (316)722-7561. 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.

- 10.15 Limitation on Liability. 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 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 (including, without limitation) from action or failure to act with respect to this Declaration, the Articles or Bylaws, the rules of the Association, the design guidelines of the DRC, or for any action 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 DRC 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 of 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 such committee is reasonably believed within the scope of his duties.
- 10.16 Notices. Except as otherwise provided in this Declaration, any notice or other communication required to be sent to any Owner under the provisions of this Declaration must be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, and must be directed as follows:
- A. If intended for an Owner, to the address to which tax statements and assessments are mailed, according to the tax assessor's public records, or the last address for the Owner made known, in writing, to the Association.
 - B. If intended for the Association, to 3900 N. Goldenrod, Maize, Kansas 67101, or the last address for the Association made known, in writing, to the Owners.
 - C. If intended for Developer, to 4160 N. Maize Road, Maize, Kansas 67101, or the last address for Developer made known, in writing, to the Owners.

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

DEVELOPER:

Walker, Lane & Reed Development, LLC

By: Ronald Woodard

Name: Walker, Lane & Reed Development

Title: Manager

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 29 day of December, 2016, by Ronald Woodard, as manager of Walker, Lane & Reed Development, LLC, a Kansas limited liability company.

[Signature]
Notary Public

My appointment expires: 11/3/18

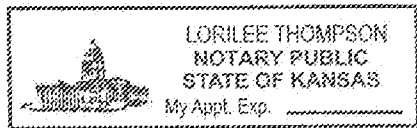


EXHIBIT A

Amenities to Watercress Common Area

The following is provided to minimize misunderstandings concerning what amenities can be installed within the Watercress Common Area by the Developer.

- Entry signage, division signage, water sprinkler systems, lawn and landscaping materials could be installed in Reserves A, C, D, E, F, J, and M, Watercress Addition.
- Reserve H ~~is~~ Watercress Addition, are platted to allow for the installation of drainage.
- Reserve M, Watercress Addition, is platted to allow for the installation of private playground/park area/pool.
- Portions of Reserve M, Watercress Addition, may be improved with water sprinkler systems, lawn and landscaping and other portions will be maintained in a natural condition.
- Reserves A, B, C, D, E, F, G, H, J, and K, Watercress Second Addition, are platted for berms, landscaping, irrigation, open space, monuments and utilities. Additionally, Reserves B, F and G, Watercress Second Addition, are platted for drainage purposes.
- Reserves A, B and C, Woods at Watercress Addition, are platted for berms, landscaping, monuments and utilities. Reserve C, Woods at Watercress Addition, is also platted for drainage purposes. Woods at Watercress Addition is a replat of all or part of Reserves A, B, C, D, E, F, J, and ~~K~~ Watercress Second Addition.

this MAY 28 1985

DECLARATION OF COVENANTS AND RESTRICTIONS OF THE SANCTUARY, AN ADDITION TO SEDGWICK COUNTY, KANSAS.

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

JUN 20 1985

NO. 7 52390
PAT KETTLER
REGISTER OF DEEDS

Ed. B. B. Deputy

The general partnership of Bradford K. Brandes and Rebecca M. Brandes, his wife and Larry R. Crowl and Diana S. Crowl, his wife, known as The Sanctuary, or its successors or assigns, hereinafter referred to as "Declarant", being the owner of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX and establish the covenants, conditions, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration and all parts or portions thereof, improvements thereon and interests therein, shall be held, used, occupied leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY DESCRIPTION:

The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

The Sanctuary, An Addition to Sedgwick County, Kansas

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Sanctuary Homeowners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including common drives or streets whether dedicated or not dedicated to the public, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas including but not limited to swimming pool, barbeque facilities and related areas.

OWNER:

any person or persons who own a residence site in fee simple in any part of The Sanctuary, an addition to Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

16.00

city clerk

COMMUNITY OR COMMON
AREAS:

All of the subject property other than the residence sites or lots.

NOTICE:

Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

TRANSFER:

A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

UTILITY:

Electricity, gas, water, telephone, television, landscape maintenance, trash pickup and like services, whether or not provided or supplied by a public utility company or an improvement district or Home Owners Association.

ARTICLE III

INCORPORATION OF EXISTING
RESTRICTIONS:

To the extent that all or any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

ARTICLE IV

OCCUPANCY:
CONDUCT:

An owner shall not interfere with the rights of other owners, the Association, or the Declarant, nor intentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property, community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS:

The subject property shall be used and occupied for residential purposes only, and not more than one one family dwelling, with appurtenance shall be erected on each lot as platted. A portion of said residence may be used as an office if approved by Declarant and/or the Association.

A sales office of Declarant may remain during the development of the Sanctuary. Said structure may be used by the Association at the close of the Sanctuary development as a Club House.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas. Satellite dishes are specifically allowed but shall be located to the rear of the residence.

No automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area.

Outbuildings are prohibited without prior permission of Declarant or the Architecture Review Board. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants 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. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

Dogs and other pets shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas or fenced.

No livestock or poultry of any kind, other than household pets shall be kept or maintained on any part of the real property subject to these covenants. Provided that Sedgwick County Resolutions governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No carports are allowed. No signs, advertisements, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than two signboards on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites.

No trash on the premises shall be allowed except during construction. If trash need be removed by the Declarant or Association then the owner shall be assessed the cost of same.

All open land shall be grassed.

All fencing shall be approved by the Architecture Review Board.

All landscaping shall be approved by the Architecture Review Board.

ARTICLE VI

ASSOCIATION: Powers and Duties

The Sanctuary Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant or its successors or assigns shall carry out all of the duties and powers herein delegated to the Association in regard to the real property covered hereby until at least seventy-five (75) percent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with Declarations of Covenants and Restrictions. As each separate platted area reaches seventy-five (75) percent of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided, however, that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

Declarant or its successors or assigns shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against Declarant for any reason; provided, however, that assessments may be levied against the Declarant on a pro rata basis according to the number of building sites owned by the Declarant in such manner that each building site owned by the Declarant or its successors in interest shall be liable for payment of assessments for their proportionate share of the costs of maintaining the common areas, reserves, access easements, other common expenses of the Association as herein set out, and provided, further, that if the Declarant shall

exercise its option to turn the management of the platted common areas over to the Association prior to the time that seventy five (75) percent of development has been attained that at that time the Association shall immediately assume full management and maintenance of such platted common areas.

The Association shall own and maintain the common areas, reserves and access easements. such areas to be so maintained include bike path surfaces, if any.

**ASSOCIATION:
Operations and
Expenses:**

The Association shall establish such committees as may be provided for in its By-Laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

**ASSOCIATION:
Enforcement:**

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-Laws and this Declaration, or may contract with the B.C. Communities, Inc., of Sedgwick county, Kansas, to perform such duties or any part thereof. the Association shall have the duty to enforce each and every of the provisions of this Declaration including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$300.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-Laws of the Association.

**ASSOCIATION:
Taxes and Assessments:**

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, or personal property.

ARTICLE VII

**ASSESSMENTS AND LIENS:
General Assessments:**

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

**ASSESSMENTS AND LIENS:
Basis and Operation
Fund:**

All general assessments shall be made against each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners; provided that all assessments for care, maintenance and management of the common areas shall be on an equal basis per building site.

Each new Owner shall pay an original charge of \$100.00 to the Association to be used as an operating fund for the Association.

**ASSESSMENTS AND LIENS:
Special Assessments:**

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in the Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

**ASSESSMENT AND LIENS:
Collection and
Expenditures:**

The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

**ASSESSMENTS AND LIENS:
Delinquency:**

Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

**ASSESSMENTS AND LIENS:
Notice of Delinquency:**

At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record with the Registrar of Deeds, a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

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

**ASSESSMENTS AND LIENS:
Enforcement of Liens:**

Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

**ASSESSMENTS AND LIENS:
Reservation of Liens:**

Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

**ASSESSMENTS AND LIENS:
Subordination to
Mortgages:**

Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration.

ARTICLE VIII

**REPAIR AND RESTORATION:
Community Facilities:**

Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

**REPAIR AND RESTORATION:
Starting and Completion:**

The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occa-

sioning the same. Once commenced the same shall be pursued diligently to completion. Should the same not be timely commenced by a party responsible for said damage, the Association may, by notice to the responsible party, elect to repair or restore the same on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of costs and expenses in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

**REPAIR AND RESTORATION:
Approval of Plans:**

No work provided for in this Article shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having Jurisdiction of the work.

ARTICLE IX

**EASEMENTS:
Reservation:**

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interest shall obtain, the easements and rights of way as particularly identified in this Article.

**EASEMENTS:
Reservation of Right
of Way:**

Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of conveying electricity, gas, water and sewerage on, across, and through the lands hereinabove described together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains and/or mains; for the purpose of developing all residence sited located upon subject property and any contingent and adjacent property to be developed at a later time. This easement is not intended to be exclusive and is not intended to prohibit or restrain the owners the subject property to use the land for their benefit. Provided that the B. C. Communities, Inc., of Sedgwick County, Kansas, and other necessary public utilities, may use such easements and shall have such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE X

**BUILDING SITE LAND-
SCAPING, MAINTENANCE
AND CARE:**

The owner of each building site shall have the right to either in person or by members of his family or agents care for and maintain the landscaping and lawns on such owner's particular building site or such owner may, in the alternative, have the option of contracting with the Association for such care and maintenance, and in such event the Association shall maintain and care for such landscaping and lawn and be reimbursed by the owner on a fee basis to be established by the Association. In any event, such landscaping shall be consistent and compatible with the landscaping of other building sites and the common areas.

ARTICLE XI

**ARCHITECTURAL CONTROL
COMMITTEE:**

No dwelling, outbuilding, landscaping, fencing, walk, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development until the building or other improvements, plans, specifications and any plats showing the location of

such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation, overall quality of construction, beauty, health and safety and energy efficiency of all structures.

An Architectural Advisory Committee is hereby established. Said committee to consist of (1) one architect (or Designer), (1) one general contractor, one (1) Landscaper (or Nurseryman), one (1) representative from the Declarant, one (1) landowner in general, and one (1) representative of the Marketing (Realtor) Company. The initial AAC members shall be appointed by the Declarant. Additional members and/or positions may be appointed by the Declarant. At the completion of the Sanctuary project, the HOA shall elect three or more persons as it deems necessary to assume the duties of the AAC. Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites, demand removal or change of any non-approved construction and it removed by the Declarant or as said costs may be assessed as a lien against the property.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In the event the said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with and construction may be commenced after 48 hours notice to the AAC of intent to commence.

It is further provided that no one-story residential structure shall be constructed on the subject property which contains less than 1800 square feet of living space per family unit and that no one and one-half story residential structure shall be constructed on such property which contains less than 2100 square feet of living space per family unit and that no two-story residential structure which contains less than 2800 square feet of living space per family unit shall be constructed upon such property. The square footage above set out to be exclusive of garages, patios, porches or basements. Each living unit shall have a double garage. If construction or alteration or improvement are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment or alteration of such improvements, and bring a mandatory injunction action to require the removal thereof.

The AAC shall control present and future: Building size, building style, building standards (codes), building materials, colors, landscaping, roofs, exterior finishes, decks, driveways, fences, insulation and structural efficiency, and efficiency of appliances and mechanical systems. The AAC shall further control the design, construction, and placement of out buildings. The AAC shall also have approval or deny approval of all general contractors and establish construction standards in addition to those of the applicable governmental bodies.

In case of violation of the restrictions and conditions contained in this Declaration, and in the event that the Association or Owners shall fail or refuse to enforce compliance with the restrictions and conditions contained in the Declaration, then the Board of Directors of B. C. Communities, Inc., shall have the right, after giving ten (10) days written notice of such intention to the President of the Association, to take legal action to enforce compliance with such restrictions and conditions.

ARTICLE XII

MISCELLANEOUS:
Acceptance of Pro-
visions by Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant, contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS:
Interpretations of
Restrictions:

In interpreting and applying the provisions of this Declaration they shall be held to the minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. 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 use of buildings or premises; nor is it the intention of this Declarant 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 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, then in that case the provisions of this Declaration shall control.

MISCELLANEOUS:
Construction and
Validity of
Restrictions:

All of said 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, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

MISCELLANEOUS:
Assignment of Powers:

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned back to the B. C. Communities, Inc., of Sedgwick County, Kansas.

MISCELLANEOUS:
Title:

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection nor any of the terms or provisions of this Declaration not the meaning thereof.

MISCELLANEOUS:
Waiver and Exceptions:

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said 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.

MISCELLANEOUS:
Singular and Plural
Masculine and Feminine:

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

MISCELLANEOUS:
Successors in Interest:

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

MISCELLANEOUS:
Amendments:

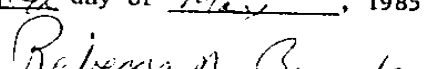
These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal or amendments of this Declaration shall be effective or binding upon any party of upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than seventy-five (75) percent of the members.

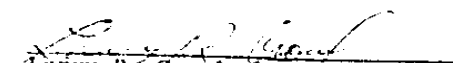
MISCELLANEOUS:
Common Area
Maintenance:


In the event that Declarant or the Association shall fail at any time to maintain the Common Areas or fail in any manner to fulfill their obligations relating to the Common Areas, Sedgwick County may serve written notice setting forth the manner in which to fulfill their obligations. Such notice shall include a statement describing the obligation that has not been fulfilled and shall provide a reasonable time within which Declarant or Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, Sedgwick County, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and maintain the same until Declarant or Association shall resume fulfillment of their obligations. All costs incurred by Sedgwick in carrying out the obligations of Declarant or Association may be assessed against the Common Areas and said assessments may become valid tax liens upon said Common Areas.

IN WITNESS WHEREOF, the general partnership, known as The Sanctuary, has caused this Declaration to be executed this 20th day of May, 1985.


Bradford K. Brandes

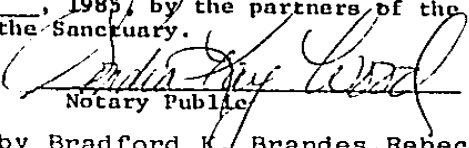

Rebecca M. Brandes


Larry R. Crowl


Diana S. Crowl

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledge before me this 20th day of May, 1985, by the partners of the general partnership knows as the Sanctuary.


Notary Public

My Appointment Expires:

March 25, 1989

by Bradford K. Brandes, Rebecca M. Brandes,
Larry R. Crowl and Diana S. Crowl



AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE SANCTUARY, AN ADDITION TO SEDGWICK COUNTY, KANSAS

Northwest Building Corporation, a Kansas Corporation,
being the owner of Seventeen (17) lots, being more than Seventy-
Five Percent (75%) of "The Sanctuary, an Addition to Sedgwick
County, Kansas," does hereby amend the covenants and restrictions
of The Sanctuary Addition as follows:

The fourth paragraph of page nine (9) of said covenants
and restrictions shall be amended to read as follows:

"It is further provided that no one-story residential
structure shall be constructed on the subject property which
contains less than 1,450 square feet of living space per family
unit and that no multi-level residential structure which contains
less than 2,000 square feet of living space per family unit shall
be constructed upon such property. The square footage above set
out to be exclusive of garages, patios, porches or basements.
Each living unit shall have a double garage. If construction or
alteration or improvement are begun in violation of the terms and
conditions of this agreement, said committee, or their successors
in interest, may enjoin the erection, establishment or alteration
of such improvements, and bring a mandatory injunction action to
require the removal thereof."

IN WITNESS WHEREOF, the corporation has caused this
Amendment to be executed this 7th day of January, 1988.

NORTHWEST BUILDING CORPORATION

Attest:

By Bradford K. Brandes
Bradford K. Brandes
President

Rebecca M. Brandes
Rebecca M. Brandes
Secretary

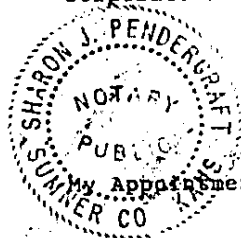
STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
12:10 P.M.

STATE OF KANSAS)
COUNTY OF SEDGWICK)

SS:

FEB 17 1988
9 31528
NO. PAT KETTLER
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me
this 7th day of January, 1988, by Bradford K. Brandes,
President, and Rebecca M. Brandes, Secretary, of Northwest
Building Corporation, a Kansas Corporation, on behalf of said
corporation.



Sharon J. Pendergraft
Sharon J. Pendergraft
Notary Public

ADDENDUM _____
(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
3840 N. Lily Circle - Maize, KS 67101

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

Presence of groundwater contamination or other environmental concerns **(initial one)**:

☒ Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

Records and reports in possession of Seller **(initial one)**:

☒ Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

_____ Buyer	_____ Date
_____ Buyer	_____ Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations.



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 3840 N. Lily Circle - Maize, KS 67101

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: east side of house

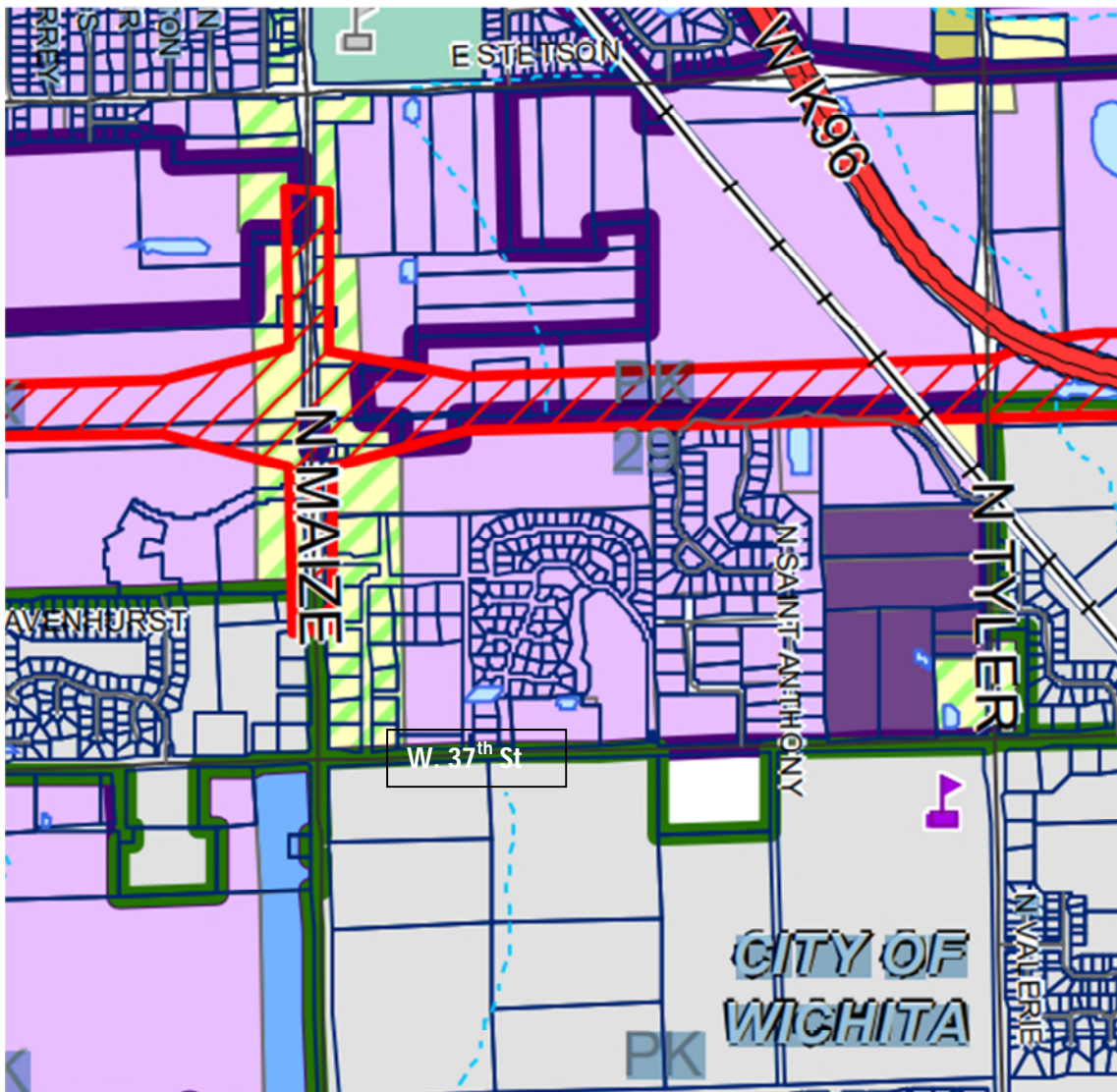
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ☐ NO ☒

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

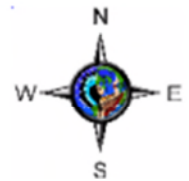
3840 N. Lily Cir, Maize, KS 67101

Zoning Map- Single Family Residential



City of Maize Land Use Plan

Sedgwick County, Kansas



Legend

Land Use

- Airport
- Retail
- Retail / Office
- Office
- Office / General Business
- General Business
- Industrial
- Mobile Home Park
- Park
- Single-Family Residential
- Multi-Family Residential
- Large Lot Residential
- School
- Maize City Limits
- Wichita City Limits
- Proposed Northwest Bypass

DATE: 5/5/2005

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or warranty to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

FILE: C:\GIS\3840N Lily\3840N Lily.mxd

Aerial



Sedgwick County...
working for you

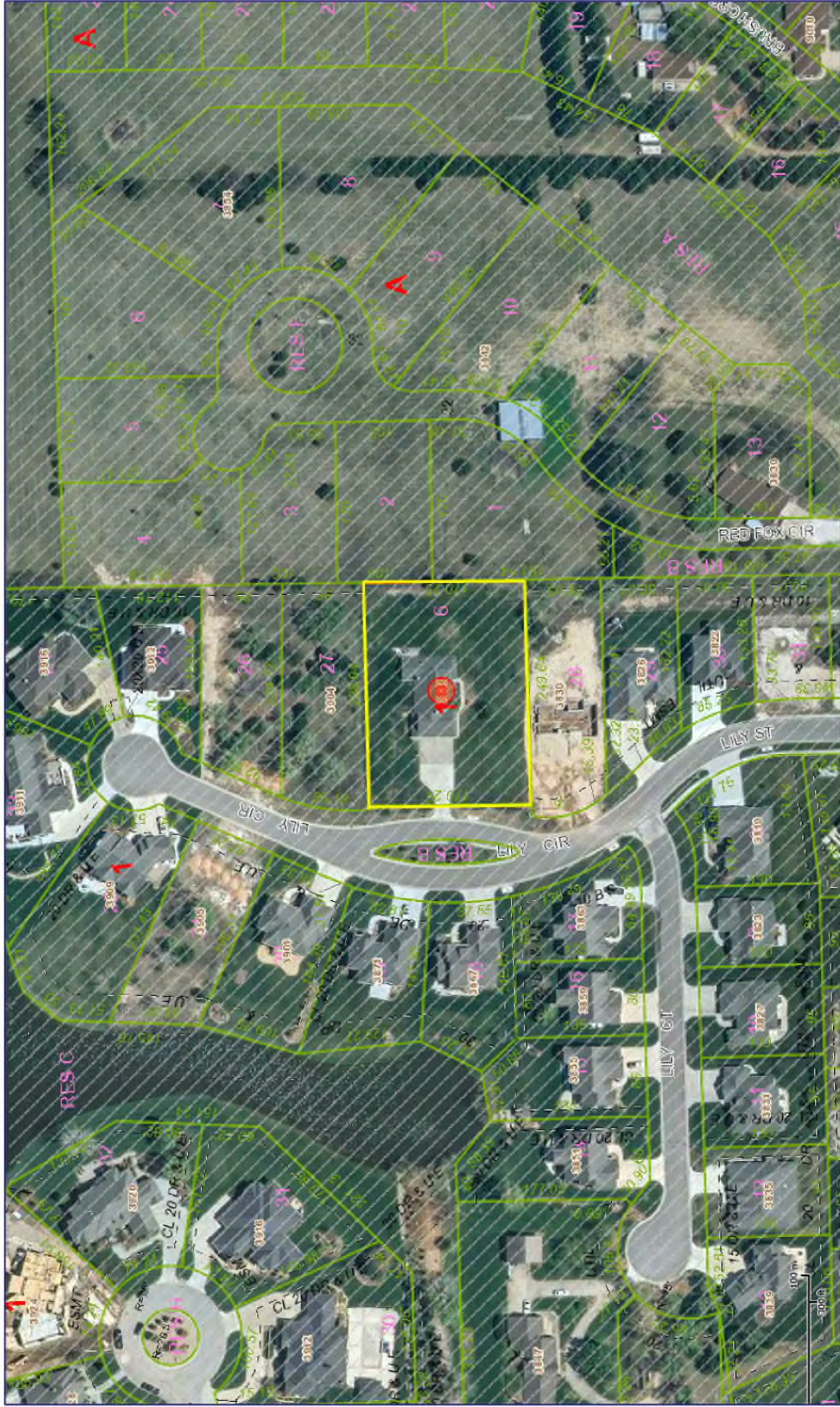
Tue Jun 4 16:48:14 GMT-0500 2019

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the read certificate file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or to any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

Legend	
Flood Plain	
Base Flood Approximate	- -
Base Flood Elevations	—
0.2 Pct Annual Chance	0.2 Pct Annual Chance Flood H
A	A
AE	AE
AE, FLOODWAY	AE, FLOODWAY
AE, FLOODWAY	AE, FLOODWAY
AH	AH
AO	AO
X - Area of Special Consideration	X - Area of Special Consideration
X	X
Area Not Included	Area Not Included

3840 N. Lily Cir, Maize, KS 67101

Flood Map



DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SGGIS), City of Wichita GIS, (for purposes of the real estate listing), participating agencies, and information providers, have made every effort to ensure the accuracy and reliability of the information, data or service furnished herein, in no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

Tue Jun 4 16:46:14 GMT-0500 2019



Geographic Information Services
Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174

PK 115



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

