

ESTATES OF NORTHWOOD

Lots 1 through 7, Block 1

Lots 1 through 6, Block 2

Declaration of Protective Covenants,
Conditions & Restrictions

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Lots 1 through 6, Block 2

PART A. PREAMBLE:

This Declaration is made on the date hereinafter set forth on behalf of Estates of Northwood an addition in Douglas County, Kansas, by the entity described below as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of the following real property (the "Real Estate"):

ESTATES OF NORTHWOOD
Lots 1 through 7, Block 1
Lots 1 through 6, Block 2
An addition in Douglas County, Kansas

WHEREAS, it is desired to develop and maintain said real estate as a quality residential dwelling area.

NOW, THEREFORE, Declarant declares that the Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens described in this Declaration, for the purposes of (i) enhancing and protecting the value, desirability and attractiveness of the Real Estate, (ii) encouraging and assisting the orderly economic development of the Real Estate, (iii) increasing the public benefit to be derived from the Real Estate, (iv) preserving the amenities and for the maintenance of the same located on the Real Estate, (v) promoting the efficient development of the Real Estate, and (vi) protecting the owners, lessees and sublessees of property against incompatible uses of surrounding property, and (vii) promoting safety to life, health and property in the area. These easements, covenants, restrictions and conditions shall run with the Real Estate and be binding on all parties having any right, title or interest in the described Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PART B. DEFINITIONS:

B-1 "Declarant" shall mean and refer to D.B., L.L.C., a Kansas limited liability company, David M. Reynolds, Managing Member.

B-2 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the Real Estate described above.

B-3 "Construction Changes" shall mean any change which would be deemed as significant to the Architectural Control Committee, and such alteration shall require written approval by the Architectural Control Committee before any changes are made. A change in the color scheme, for example, would be considered to be a significant change.

PART C. LAND USE:

C-1A The subdivision is zoned "A-1" Suburban Homes District.

C-1B ARCHITECTURAL CONTROL

No building, fence or wall shall be erected, placed or altered on any lot until a complete set of construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, landscaping, fencing, yard lights, finished elevations, front and side yard plantings and the location of the dwelling on the site have been approved by the Architectural Control Committee. Harmony of the external design and color with existing structures shall be a consideration. The Architectural Control Committee shall have complete discretion as to the extent of detail required in plans submitted. The Architectural Control Committee may issue a Construction Checklist which may be periodically modified and any person seeking approval must comply with the checklist.

C-2 SINGLE FAMILY RESIDENCE

Each dwelling shall be constructed upon an individual lot evidenced by a warranty deed to be recorded in the office of the Register of Deeds for Douglas County, Kansas. Except as provided in Section C-21 of this Declaration, no lot shall be used other than for residential, single-family purposes, and no more than one single-family dwelling shall be constructed on any such lot, together with such incidental garage and storage structures as are consistent with such residential, single-family purposes. No lots shall be subdivided.

C-3 FRONTAL APPEARANCE

"Frontal Appearance" shall mean that no less than twenty-five percent (25%) of the surface area of the side or sides of the dwelling which face N. 1663 Rd. shall be constructed of brick, stone, stucco or EFIS.

C-4 PERMITTED HEIGHT OF RESIDENCES

The Architectural Control Committee provided for herein shall set for each lot a maximum height allowed for any building or detached structure to be set on such lot. For the purpose of this paragraph, the height of the building shall be measured on the front of said building which has street frontage and shall be measured from the ground elevation of the first floor to the peak of the roof line. Acceptable designs shall be limited to one and two-story structures with a maximum height of thirty five (35) feet (2-1/2 stories). Walk-Out basements do not count in these height requirements. All plans which are submitted for approval shall have the total height noted on each elevation drawing.

C-5 DWELLING SIZE

The total square footage of the ground floor of any dwelling containing one story shall not be less than two thousand (2,000) square feet, exclusive of open or screened-in porches, garages, patios or any other area which is not a fully enclosed year round living area. The total square footage for any dwelling containing more than one story shall not be less than two thousand five hundred (2,500) square feet, with a minimum of one thousand five hundred (1,500) square feet on the first floor, exclusive of open or screened-in porches, garages, patios or any other area which is not a fully enclosed year round living area. Finish in basement areas does count to satisfy the above requirements. Earth/Burm homes are not allowed.

All dwellings shall include an enclosed garage with a capacity for at least two (2) full-sized vehicles and a usable square footage (inside clear dimensions) of not less than four hundred fifty (450) square feet. The minimum depth requirement for a garage shall be twenty-one (21) feet.

C-6 BUILDING, FENCE AND WALL LOCATION

No building shall be located on any lot nearer to the front lot line or the back lot line or nearer to the side street line than the minimum "Base Setback Line" requirements of Douglas, County, Kansas. No dwelling shall be constructed closer to the side yard line than fifteen (15) feet. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum "Base Setback Line" requirements of Douglas, County, Kansas unless similarly approved by both Douglas County, Kansas and the Architectural Control Committee. See item C-11 for restrictions on fencing.

C-7 CONSTRUCTION REQUIREMENTS AND CHANGES

Subject to the requirement concerning "Frontal Appearance" set forth above, exterior walls of all buildings, structures and appurtenances thereto shall be of stone, brick, stucco, EFIS, wood siding, wood paneling, composition siding, vinyl siding, glass, glass block, acrylic block windows, or a combination thereof. All composition and vinyl siding shall be applied in a manner that it shall not warp or otherwise deter from the overall design, &/or esthetic of the building structure. All lap joints, if any, for vinyl siding must be lapped toward the rear of the home. All types of composition and vinyl lap style siding must be applied directly to a hardboard surface and not directly to the framing. Specifications, for composition and vinyl siding regarding manufacturer's name, warranties, recommended application methods, life expectancy and other pertinent information, may be requested for submittal of the Architectural Control Committee for its review and approval prior to use. Windows, doors and louvers shall be of wood, vinyl, metal or glass. All brick and stone applications shall be consistent with the architectural design of the residence. Approval of the design application shall be based on creativity of the design and the coverage of the square footage to which the brick and stone is applied. Roofs shall be covered with composition laminated style shingles (not 3 tab style shingles), copper, painted metal, slate or tile. Approval of painted metal roofs will be restricted to limited areas of the structure, such as, porches, dormers, bay windows, etc. where the creativity of the application is in harmony with the architecture of the structure.

Driveways are to be made of a hard surface material such as concrete or blacktop.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the date of issuance of a building permit. While under construction, the building site shall be kept clean. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than 6 months after the date of damage. For any violation of any of the above, an assessment of five hundred dollars (\$500.00) for each month or portion thereof, together with attorneys' fees and recording costs, shall be due and payable from the record title owner of the Real Estate where said violation exists to the Architectural Control Committee. Such assessments, attorneys' fees and recording costs shall be a lien on the subject Real Estate until paid, and the Architectural Control Committee may file a Lien Statement with the Register of Deeds of Douglas County, Kansas, to make such liens a matter of public notice.

Mobile homes (defined per Douglas County Zoning & Codes Regulations, Section 3-1.54) are not allowed. Recreational vehicles, which are owned by and for the exclusive use of the family of the lot owner of record, such as travel trailers, motorized recreational vehicles, campers, etc., are allowed as long as they are not used as permanent sleeping or living quarters. See section numbers C-16 and C-31 regarding how these vehicles are to be parked and sheltered.

Any "Construction Changes" (see B-3) to the design of the exterior building structure shall require written approval of the Architectural Control Committee.

C-8 LANDSCAPE, LAWN CARE, FARMING AND GARDENING

All lot owners must keep the grass & natural growth cut to a height of twelve (12) inches or less, along the street property lines, from their front and side yard setback lines out to the street including the swales. All county ordinances concerning weeds, brush and general maintenance apply. All areas with sod shall be cut to a height of six (6) inches or less. All natural growth areas shall be maintained so as not to be a public nuisance. It is recommended the natural growth areas from the rear of the home forward to N1663 Rd and, for lots 1 of Block 1 & 2, the side of the home east to E 900 Rd be planted in a drought resistance low/no growth vegetation such as "Buffalo Grass" or blends such as "NoMow Flowering Lawns" and "Eco-Lawn".

The owners of lots number 1 of Block #1 and #2 are responsible for mowing around and upkeep of the landscaping of the subdivision signs in their yards.

No farming or gardening for commercial purposes is allowed. Vegetable Gardens for personal use of the lot owner of record are allowed and must meet the requirements of section C-31. Flower gardens and landscaping around the lots are encouraged.

C-9 DRAINAGE

No interference with the established drainage pattern over a lot shall be permitted without the prior written approval of the Architectural Control Committee.

C-10 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation & maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Easements interior to the lot may be treated as natural growth areas.

Easements are hereby created in favor of the owners of the lots, over and upon a portion of lots number 1 of Block #1 and #2 located at or near the East road entrance to the Estates of Northwood subdivision, for the purpose of constructing, maintaining, landscaping, repairing, and replacing an area marker (or markers), together with the right to construct and maintain electrical utility service to the area marker (or markers) for lighting.

C-11 FENCING

No chain link fence, or chain link fencing, shall be permitted unless said fence is covered, decorated, or hidden in a manner to be submitted in writing to the Architectural Control Committee for prior approval. If approved, chain link fence would only be allowed from behind the back line, or rear most point of the home, whichever is further and located toward the back lot line. All fencing must be shown on the construction plans which are submitted to the Architectural Control Committee for approval. Both the type & height of all fencing must be designated and must conform to local city & county building regulations. Fencing with heights above six (6) feet is not desired. Harmony of fence design and location with existing and planned fences shall be a consideration for approval. All fencing must be approved by the Architectural Control Committee.

C-12 CHIMNEYS

All exterior chimneys, which front on to N.1663 Rd., of each building structure shall be constructed of siding consisting of brick, stone, stucco or EFIS and shall be congruent with the architectural design of the dwelling. All chimneys which are visible from only the roof line and above and from the street : (A) shall be constructed of siding consisting of brick, stone, stucco or EFIS, or (B) fire-code approved stove pipe shall be enclosed by a framed wooden structure and shall be congruent with the architectural design and construction materials of the dwelling. Exterior chimneys which do not front on to N. 1663 Rd. shall be constructed of siding consistent with its location and architectural design.

C-13 YARD LIGHTS

All improved lots must have one properly installed and maintained yard light in the front yard of the lot or exterior lighting on the front of the dwelling controlled by a switch or motion detector, wired to automatically come on at dark and go off at daylight. The manner in which this is addressed by the applicant shall be noted on all construction plans which are submitted for approval to the Architectural Control Committee. The Architectural Control Committee may approve variances to the yard light specifications in the event of special or unusual circumstances.

C-14 NUISANCES

No noxious or offensive activity or unlawful use shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The discharge of firearms on or about the Real Estate is prohibited, including, without limitation, "B-B" guns, pellet guns, air rifles carbines, rifles, shotguns, pistols, black powder guns, and other firearms of all types, regardless of size, gauge or caliber.

C-15 TEMPORARY STRUCTURES AND OUTBUILDINGS

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be placed on any lot at any time as a residence, either temporarily or permanently. No outbuildings or other detached structure appurtenant to the residence shall be erected on any of said lots without the consent in writing of the Architectural Control Committee. Outbuildings or other detached structures shall be located behind the home or rear most point of the home, whichever is further, and located toward the rear of the lot and located and sheltered per the requirements of section C-31.

No dog pens or dog runs shall be allowed without the specific written approval of the Architectural Control Committee. Requests for approval shall require, but not limited to, the submission of architectural drawings, site location, landscape and sheltering plan, and other noise buffer applications. If allowed, location and sheltering shall be per section C-31.

C-16 PARKING

No vehicles, trailers, or equipment, including but not limited to automobiles, pickups, trucks, motorcycles, recreation vehicles, travel trailers, boats, machinery or other similar equipment, shall be parked for a period of more than forty-eight (48) hours on the drive or yard area of any lot or shall in any way be permitted to create a neighborhood nuisance. Vehicles not in daily use shall be stored inside a garage or located and sheltered per the requirements of section C-31. Specifically this section does not allow for lots to become storage yards or junk yards.

No major repair, rebuilding or maintenance of any vehicle shall be permitted, except within a fully

enclosed garage. No major repair, rebuilding or maintenance of any vehicle shall be permitted in open parking areas. This restriction shall include, but is not limited to, automobiles, pickups, trucks, motorcycles, recreation vehicles, travel trailers, boats, machinery or other similar equipment.

C-17 STORAGE

No storage of any type shall be allowed except within the private enclosed residential dwelling or appurtenant garage, and any such storage shall not be permanently exposed to public view. Storage within a garage shall not be so great as to preclude the use of the garage for the purpose of parking resident's vehicles. Such storage shall not constitute a public nuisance or environmental problem.

C-18 SIGNS

No sign of any kind shall be displayed to the public view on any lot, except (A) one sign of not more than five (5) square feet advertising the property for sale, (B) one sign of not more than five (5) square feet each used by the builder and/or realtor to advertise the property during the construction and sales period, (C) one sign of not more than five (5) square feet which states the property has been sold and conveyed, (D) signs as may be used by Declarant in connection with the development and sale of lots in the subdivision, (E) signs as may be required by legal proceedings, or the prohibition of which is precluded by law, or (F) signs not more than five (5) square feet promoting political candidates, but only 30 days before and five days after the day of election. Signs advertising a property as sold may not remain on the lot after the property is occupied by the new owner. No subcontractor signs are allowed.

The Declarant hereby reserves the right to place such signs as deemed necessary or desirable to facilitate traffic flow within the subdivision and between it and surrounding developments and recreational areas. Any purchaser of a lot subject hereto is deemed to have consented to the design, size and placement of any such signs including any permanent Entrance Signs declaring the name of the subdivision.

C-19 ANTENNAS AND SATELLITES

No exterior antenna (s) or any other signal receiving system shall be erected or installed without the prior written consent of the Architectural Control Committee. The only exception is the small eighteen (18) inch diameter, or smaller satellite receiver systems, which shall not be attached to the front elevation of the home.

C-20 OIL AND MINING OPERATIONS AND OIL TANKS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks (except propane used for normal family uses), tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon or on any lot. No tank for storage of any fuel (except propane used for normal family uses which must be located and sheltered per the requirements of section C-31) may be maintained above the surface of the ground on any of said lots without consent in writing of the Architectural Control Committee. It is preferred that propane tanks be installed below ground when ever possible.

C-21 BUSINESSES, OCCUPATIONS

Any business and/or occupation run from the property must conform to the regulations of Douglas County, Kansas and/or The City of Lawrence, Kansas, depending on jurisdiction, and

are subject to all of the easements, covenants, conditions and restrictions as contained herein for this sub-division.

C-22 LIVESTOCK, POULTRY, FOWL, EXOTIC ANIMALS AND HOUSEHOLD PETS

No animals, livestock (including but not limited to cattle, horses, pigs, sheep, goats, etc.), exotic animals (including but not limited to llamas and zoo type animals), reptiles, poultry or fowl of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (maximum of four (4) of a kind) may be kept provided they are not kept, bred or maintained for any commercial purposes. All such animals, livestock, exotic animals, reptiles, poultry or fowl which are housed outside the living residence shall not create a nuisance. Any dogs, cats or household pets which are kept are subject to all regulations of the City of Lawrence Kansas and Douglas County, Kansas.

C-23 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All sanitary containers which remain outside the residence shall be enclosed, and all enclosures shall be architecturally designed to match the architecture and materials of the residence. Variances from this requirement shall be made only with the prior written approval of the Architectural Control Committee. Any enclosure design shall consider keeping animals out. Each lot owner must contract individually with a private waste disposal service for removal of their own garbage, trash, rubbish and other items.

C-24 SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property and a line connecting them at points twenty five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. Before planting, consideration should be given to staying out of the public right-of-way.

C-25 MAILBOXES

The placement of individual mailboxes shall be made by the individual resident in consideration of the U.S. Postal Service requirements. Any questions regarding the installation, maintenance and service of the mailboxes shall be coordinated with the U.S. Postal Service. Basic criteria: 42 to 48 inches above the ground, perpendicular to the ground and next to the road but not extending into the road.

C-26 OVERHEAD WIRES

No power, telephone or cable/internet service connection lines shall be erected or maintained above the surface of the ground on any lot.

C-27 PERGOLAS AND OTHER ORNAMENTAL STRUCTURES

No Pergola or any detached structure for purely ornamental purposes shall be erected on any part of a lot without the prior consent in writing of the Architectural Control Committee. Requests should be submitted with a plan view, elevation(s) and material specifications.

C-28 SWIMMING POOLS

All pools shall be located behind the back line, or rear most point of the home, whichever is further. Above ground and above grade swimming pools are permitted provided they are installed behind the back line, or rear most point of the home, whichever is further, and meets the provisions of section C-31, and sheltered using mature landscaping or other shelter materials approved by the Architectural Control Committee.

C-29 CLOTHES LINES

The use of outdoor clothes lines is prohibited.

C-30 SPACE LIGHTS AND OTHER BRIGHT LIGHTS

Overhead space lights are not allowed. Other bright lighting shall be positioned or protected such that it does not shine directly onto your neighbor's property.

C-31 SCREENING OF VEHICLES, TANKS, OUTBUILDINGS, TRAVEL TRAILERS, RECREATIONAL VEHICLES AND OTHER SIMILAR ITEMS

Recreational vehicles, which are owned by and for the exclusive use of the family of the lot owner of record, such as travel trailers, motorized recreational vehicles, campers, etc., as long as they are not used as permanent sleeping or living quarters; outbuildings or other detached structure appurtenant to the residence; dog pens or dog runs; vehicles, trailers, or equipment, including but not limited to automobiles, pickups, trucks, motorcycles, recreation vehicles, travel trailers,

boats, machinery or other similar equipment, not in use on a daily basis; above ground and above grade swimming pools and vegetable gardens shall be located behind the back line, or rear most point of the home, whichever is further, and located toward the rear of the lot and at least fifty (50) feet from all side and rear property lines and public rights-of-way and screened from view of adjacent lots, the streets and the rights-of-way. Plants for screening should be appropriate and of a

sufficient size, spacing and quantity to ensure the above are screened from view within two years as approved by the Architectural Control Committee in its sole and absolute discretion.

C-32 SOLAR PANELS AND WIND GENERATORS

Solar panels shall not be erected upon any lot without the prior written consent of the Architectural Control Committee, and in no event shall the same face any street. No exterior power windmill generator shall be erected or installed upon any lot unless approved by the Architectural Control Committee.

C-33 LEASING

To the extent allowed by law, no dwelling located on a lot shall be rented for transient purposes, or to more than four (4) persons who are not related by blood or marriage. All leases or rental agreements shall contain a provision to the effect that the rights of the tenant to use and occupy the dwelling located on a lot shall be subject and subordinate in all respects to the provisions of this Declaration. The provisions of this Section shall not apply to any institutional mortgagee of any lot who obtains possession of a lot as a result of any remedies provided by law or in the mortgage, as a result of a foreclosure sale or other judicial sale, or as a result of any proceedings, arrangement, or deed in lieu of foreclosure. An owner who leases his or her lot to any person shall be responsible for assuring compliance by the lessee with all of the provisions of this Declaration, as amended and

supplemented from time to time, and shall be jointly and severally responsible for any violations by the lessee thereof.

C-34

COMMERCIAL VEHICLES AND EQUIPMENT

Notwithstanding anything in this Declaration to the contrary, no commercial vehicles, construction equipment, or machinery, including, without limitation, dump trucks, delivery vans, backhoes, cranes, trackhoes, bulldozers, semi-tractors, trailers, inoperable vehicles, salvage machinery, or other items of junk or salvage, may be stored, kept or parked overnight upon any lot or road adjacent to any lot.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1

MEMBERSHIP

The Architectural Control Committee (the "Committee"), which shall consist of at least two (2) persons, shall be composed of David M. Reynolds, Lawrence, Kansas and Beth A. Reynolds, Lawrence, Kansas. In the event of the death or resignation of any member of the Committee, the remaining member(s), or their assigned agent, shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. However, if in their option it is necessary for the Architectural Control Committee to retain professional services to assist them in discharging their duties, they shall have the power to do so and to assess the reasonable expense(s) (including, without limitation, attorneys' fees) thereof to the applicant or person for whom those services are retained. The assessment shall be a lien on the subject Real Estate until paid, and the Architectural Control Committee may file a Lien Statement with the Register of Deeds of Douglas County, Kansas to make such lien a matter of public notice.

After ten (10) years from the date these covenants are recorded or with the occupancy of the last residence to be built, or with written notice of resignation of Beth A. Reynolds and David M. Reynolds or their successors or assigns, the then lot owners of record shall have the power in accordance with this Declaration through a duly recorded instrument to change the membership of the Committee, to modify any of its powers and duties or to disband the Committee. In the event that the lot owners shall fail to so act, the Committee shall be in full force and effect for a total period of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument approved in accordance with this Declaration has been recorded, agreeing to change, modify, amend, or terminate this Declaration in whole or in part.

The Committee's approval or disapproval as required in these covenants shall be in writing and upon majority vote. In the event that the committee or its designated representative fails to approve or disapprove the plans within thirty (30) days after the required materials have been submitted, approval shall not be required, and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall have the sole authority to grant variances to these covenants, conditions and restrictions. Variances shall be granted only upon a majority vote.

There shall be no deviation from plans and specifications approved by the Committee without the prior consent in writing of the Committee, and except that the Committee shall have the right, from time to time, to grant variances, in its sole discretion, to any lot owner for any purpose. Approval for use on any lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other lot or lots. The members of the Architectural Control Committee shall have the authority and standing to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee established in this Section. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant or decision of the Architectural Control Committee either to restrain violation or recover damages, or both.

By its approval of plans and specifications, the Committee shall not be deemed to have approved the same for engineering design, or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Committee nor Declarant assumes any liability or responsibility therefor. Approval of plans and specifications by the Committee is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with applicable governmental ordinances and regulations including, but not limited to, zoning ordinances and building codes. To the fullest extent permitted by law, neither the Committee nor Declarant, nor their respective members, directors, officers, agents, employees, partners, successors or assigns, shall be liable in damages to (i) anyone submitting plans to them for approval, or (ii) the owner of any lot affected by this Declaration, by reason of mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve or disapprove any such plans and specifications which are submitted to it. Every person who submits plans to the Committee for approval irrevocably agrees by submission of such plans and specifications, and any owner or tenant of any of the lots agrees by acquiring title thereto or an interest therein, to not bring any action or suit, against the Committee and/or Declarant, asserting any right to recover damages.

PART E. GENERAL PROVISIONS

E-1 NONCOMPLIANCE

The Architectural Control Committee may assess a fifty dollar (\$50.00) per day assessment, together with attorneys' fees and recording costs, against the title holder of any lot on which construction of any type is commenced prior to approval of construction plans of said site by the Architectural Control Committee, or for any other violation hereunder for which there is not a specific assessment otherwise provided. This assessment shall continue to be in effect until construction is stopped and a set of plans has been submitted for review or until any other violation is ceased. Such assessments, attorneys' fees and recording costs shall be a lien on the subject Real Estate until paid, and the Architectural Control Committee may file a Lien Statement with the Register of Deeds of Douglas County, Kansas, to make such liens a matter of public notice. Construction shall not commence again until a full set of construction plans has been approved by the Architectural Control Committee.

E-2 EXEMPTION; MODEL HOMES; EXCLUSIVITY

Notwithstanding anything contained in this Declaration to the contrary (A) none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the lots, or any part of the subdivision, (B) Declarant shall have the right to use any lot owned by it for model home purposes in the furtherance of its sales program, including, without limitation, the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon or in any such model homes, and (C) the owner of each lot acknowledges and agrees that for a period of ten (10) years following the date that this Declaration is recorded, Declarant shall be the exclusive general contractor for the construction of building improvements on the lots, and for such period of time each lot owner irrevocably waives the right to perform the duties of a general contractor or to contract with any general contractor, other than Declarant, for the construction of building improvements on the owner's lot.

E-3 ENFORCEMENT

The Architectural Control Committee shall have the right to enforce hereunder by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages or unpaid assessment or to foreclose any lien granted hereunder. Failure by the Architectural Control Committee to enforce any covenant, condition or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

E-4 SEVERABILITY

Invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no wise affect any of the other provisions of this Declaration, all of which shall remain in full force and effect.

E-5 AMENDMENTS

Notwithstanding anything in this Declaration to the contrary, for a period of ten (10) years following the date that this Declaration is recorded, Declarant shall have the exclusive right to change, modify, amend, or terminate this Declaration, in whole or in part, including, without limitation, the Architectural Control Committee, design standards, and use and occupancy restrictions, from time to time or at any time, without the approval of the lot owners of record or any other person; provided, however, that no such change, amendment, modification or supplement shall have the effect of changing the plat of an owner's lot without the consent of each such affected lot owner.

Thereafter, amendments to this Declaration to change, modify, amend, or terminate this Declaration, in whole or in part, shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any such proposed Amendment to Declaration must be approved by a two-thirds vote of the lot owners of record (each lot getting one (1) vote). Any Amendment to Declaration when adopted shall bear the signature of the lot owners of record who approved such Amendment to Declaration, shall state that the Amendment to Declaration was properly adopted, and shall be acknowledged. Amendments, once properly adopted, shall be effective upon recording of the Amendment to Declaration in the appropriate governmental offices.

E-6 DURATION

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Real Estate

subject to this Declaration, and shall inure to the benefit of and be enforceable by the Architectural Control Committee, or the owner of any lot, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least two-thirds vote of the then lot owners of record (each lot getting one (1) vote) has been recorded, agreeing to change, modify, amend, or terminate this Declaration, in whole or in part; provided, however, that no such agreement to change, modify, amend, or terminate this Declaration shall be applicable to existing buildings on the lots; and provided, further, that no such agreement to change, modify, amend, or terminate this Declaration shall be effective on less than thirty (30) days' prior written notice to all lot owners. If any of the options, easements, privileges, covenants, or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until 21 years after the death of the survivor of the now living descendants of David M. Reynolds.

IN WITNESS WHEREOF, this Declaration has been duly authorized and executed this 28th day of July, 2004.

D.B., L.L.C.
A Kansas limited liability company

By: _____

David M. Reynolds, Managing Member

STATE OF KANSAS)
) **ss:**
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the County and State aforementioned, came David M. Reynolds, Managing Member of D.B., L.L.C., a Kansas limited liability company, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the above instrument of writing, and such person acknowledged the execution of the same on behalf of said limited liability company.

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

Notary Public

My commission expires _____