FIRST AMENDED AND RESTATED

RESTRICTIVE COVENANTS ON CAMPUS WOODS 2nd, 3rd and 4th ADDITIONS

AND KIDRON CREEK ADDITION

Additions to the City of North Newton, Harvey County, Kansas

I. DESCRIPTION

Alamar Development Inc., hereinafter called "Developer," or a previous real estate developer, has caused to be surveyed and platted the land hereinafter described under the plats of Kidron Creek Addition to the City of North Newton, Harvey County, Kansas, Campus Woods, Second Addition to the City of North Newton, Harvey County, Kansas, Campus Woods, Third Addition to the City of North Newton, Harvey County, Kansas, and Campus Woods, Fourth Addition to the City of North Newton, Harvey County, Kansas, and has caused the same to be subdivided into Lots, Streets, drives and public ways as shown on said plats. Alamar Development, Inc., and the respective Owners of the described Lots, hereby declare that the hereinafter described land is held, and shall be conveyed, subject to the restrictions, reservations, and covenants herein set forth.

II. RESERVATIONS, RESTRICTIONS AND COVENANTS

The Owners hereby declare that the following property shall be held and shall be conveyed subject to the restrictions, reservations and covenants herein set forth:

(i) The Kidron Creek Addition;
(ii) All of Block One of Campus Woods Second Addition;
(iii) All of Block Three of Campus Woods Second Addition;
(iv) Lots 1-10, inclusive, of Block Two of Campus Woods Second Addition;
(v) Lot 10 of Block 1 of Campus Woods Third Addition;
(vi) Lots 5 - 19, inclusive, of Block 2 of Campus Woods Third Addition;
(vii) Lots 7 - 31, inclusive, of Block 3 of Campus Woods Third Addition;
(viii) All of Block 4 of Campus Woods Third Addition;
(ix) All of Block 5 of Campus Woods Third Addition;
(x) Lots 1, 2, 3 and 4 of Block 1 of Campus Woods Fourth Addition; and
(xi) Lots of 1, 2, 3 and 4 of Block 2 of Campus Woods Fourth Addition.

The Owners hereby declare that **all** restrictions run with the land and all purchasers and Owners of any portion of said subdivisions take and hold title subject thereto.

III. DEFINITIONS

A "Corner Lot" is one that abuts on two or more Streets at their intersection. Any Corner Lot

118374

HARVEY COUNTY, STATE OF KANSAS
This instrument was filed for record on the 16 day of Feb AD, 2007
at 1130 o'clock A M and duly recorded in book 403 of misc
on Page 934-968 Fee $ 140.00
Margaret A Wenstrom
Register of Deeds
By _____ Deputy

shall be deemed to front on the Street on which it has its smaller dimension, except that the Owner in the deed to any Corner Lot, or at any time with consent in writing of the holder of the legal title thereto, may designate a different Street as the one upon which such Lot shall be deemed to front.

The Street upon which a Lot fronts, as above provided, shall be deemed to be the Front Street.

"Owner," as used herein, shall refer to a person, persons or entity who own all or a part of any Lot within the platted land.

"Building Set Back Line" means the line marked Building Set Back Line as shown on the plat or as changed by the Owners in accordance with the provisions herein.

"Outbuilding" shall mean an enclosed covered structure not directly attached to the dwelling which it serves.

"Committee" shall mean the Architectural Control Committee.

"Street" shall mean any street, drive, boulevard, road, lane, way, terrace or court, as shown on the plat.

"Structure" shall mean any building, Outbuilding, tower, windmill, antenna, treehouse, statue, car port, dwelling, and/or any other enclosed or covered object, whether temporary or permanent, that is erected, placed, maintained or located on a Lot, whether attached or affixed to the Lot in any way.

"Association" shall mean the Campus Woods Homeowners' Association, Inc., a Kansas not for profit corporation.

"Lot" shall mean any of the following:

(i) All Lots in the Kidron Creek Addition;
(ii) All Lots in Block One of Campus Woods Second Addition;
(iii) All Lots in Block Three of Campus Woods Second Addition;
(iv) Lots 1-10, inclusive, of Block Two of Campus Woods Second Addition;
(v) Lot 10 of Block 1 of Campus Woods Third Addition;
(vi) Lots 5 - 19, inclusive, of Block 2 of Campus Woods Third Addition;
(vii) Lots 7 - 31, inclusive, of Block 3 of Campus Woods Third Addition;
(viii) All Lots in Block 4 of Campus Woods Third Addition;
(ix) All Lots in Block 5 of Campus Woods Third Addition;
(x) Lots 1, 2, 3 and 4 of Block 1 of Campus Woods Fourth Addition; and
(xi) Lots of 1, 2, 3 and 4 of Block 2 of Campus Woods Fourth Addition.

The Kidron Creek Addition, Campus Woods Second Addition, Campus Woods Third Addition and Campus Woods Fourth Addition are **all** additions to the City of North Newton, Harvey County, Kansas.

IV. USE OF LAND DESCRIBED IN SECTION II

The above described real estate (Section II) may be developed only for residential purposes. Only single-family residential structures may be constructed on any of the above mentioned Lots except that Lots 9, 10, 11 and 12 in Block 5 Campus Woods Third Addition, Lots 14, 15, 16, 17, 18 and 19 in Block 2 Campus Woods Third Addition and Lots 1, 2, 3, and 4 in Block 1 Campus Woods Fourth Addition may be used for duplex construction. In conjunction with such structures, usual and customary. Only new and good quality building materials may be used as to any structures constructed or installed upon said real estate.

No store or business house; no gas, oil, or automobile service station; no flat or apartment house; no mobile home or manufactured home, though intended for dwelling purposes, unless used as a sales office for Campus Woods Third Addition or Campus Woods Fourth Addition; and no building of any kind whatsoever shall be erected or maintained thereon except dwellings and such Outbuildings as are customarily appurtenant to a dwelling.

No shack, basement, garage, trailer, tent, barn or other Outbuilding, erected on or moved onto any Lot, shall be at any time used as residence, temporarily or permanently.

No noxious or offensive activity shall be carried on in any structure or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

The dumping or storage of any trash, ashes or other refuse is prohibited on any Lot.

The storage of any inoperable or disabled vehicles of any kind is prohibited.

V. FRONTAGE

Every dwelling erected on any Lot shall front or present a good frontage on the Street on which said Lot fronts. Dwellings on Corner Lots shall have a presentable frontage on all Streets which the particular Corner Lot abuts.

No more than one dwelling shall be erected on one full Lot and a portion, or all, or an adjoining Lot, or Lots.

VI. APPROVAL OF PLANS; ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall, water well or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alterations therein be made, until plan and specifications, color scheme, plot plan, grading plan and site elevations, or other information are satisfactory to the Architectural Control Committee and a copy thereof as finally approved in writing by the Architectural Control Committee is lodged with the Architectural Control Committee. In so passing upon such plans, specifications, and other requirements, the Architectural Control Committee may take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the buildings or other structure as planned, on the outlook from adjacent or neighboring property. All construction work shall be performed only by licensed contractors or parties approved by the Architectural Control Committee.

Subject to the provisions in this paragraph, the Architectural Control Committee shall be appointed by the Board of the Association. In no event shall the Architectural Control Committee exceed five members. Vacancies in the membership of the Architectural Control Committee shall be filled by the Board; provided, however, that notwithstanding anything herein to the contrary, at no time shall the Architectural Control Committee have less than one designated representative of the Developer.

In no event shall the Association, the Board, the Developer or members of the Architectural Control Committee be liable for any action or inaction in connection with the approval of disapproval of any plans or specifications.

If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use of a Structure is commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Section, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Section and without the approval required herein, and, upon written notice from the Architectural Control Committee, any such Structure so altered, erected, placed, maintained or used upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken substantial reasonable steps toward the removal or termination of the same, and continued the pursuit thereof with diligence, the Association or the Architectural Control Committee shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost of such removal and alteration (including, if permitted by law, any attorneys fees or enforcement costs incurred) shall be a binding, personal obligation of such Owner and the cost shall mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the Architectural Control Committee may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Harvey County, Kansas, stating: (i) the legal description of the property upon which the lien is claimed; (ii) the name(s) of

the Owner(s) of said Lot as last known to the Association; and (iii) the amount of the removal and alteration charges which are unpaid. All such liens shall also include reasonable attorneys' fees and costs incurred. The lien shall be created at the time of the filing and recording of the affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the Lot whether arising for imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the highest marginal rate permitted by Kansas law, shall be fully paid, the Association or the Architectural Control Committee shall, within ten (10) days following payment, file with the Register of Deeds of Harvey County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which affidavit shall: (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied; (ii) state the legal description of the Lot affected; and (iii) state the name(s) of the Owner(s) of the Lot.

Any such lien may be foreclosed in the like manner as a mortgage on real property as provided by the laws of Kansas. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully release the lien referred to in said affidavit, and said affidavit shall be conclusive evidence to any purchaser, encumbrance, title insurer or title examiner that the pre-existing lien has been fully released.

VII. SIZE OF DWELLING AND CONSTRUCTION

The Lots are to be developed for residential use only. A one (1) story single-family home will require 1,475 square feet minimum, exclusive of basements, open porches, garages and carports, except for Lots 1 to 8, inclusive, of Block 5 of Campus Woods Third Addition, and Lots 1 to 6, inclusive, of Block 4, of Campus Woods Third Addition, which will require 1,700 square feet minimum.

No 1 ½ or 2 story single-family home shall be constructed with a fully enclosed first and second floor area of less than 1,800 square feet, exclusive of basements, open porches, garages , and carports. Garages mush be attached to the dwelling which they serve. Every dwelling must have at least a two-car garage.

All duplex units shall have a minimum square footage of 1,100 square feet per living unit, exclusive of basement, open porches, garages and carports.

All roofs shall be of cedar or shake shingles, concrete tile, or Heritage 30 year type roof or an equivalent product in the opinion of and as approved by the Architectural Control Committee. No imitation stone or brick will be allowed on exterior construction.

VIII. OUTBUILDING REQUIREMENTS

Every building except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall be constructed of the same exterior material, both walls and roofs, as such dwelling. No Outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

No outside storage buildings shall be constructed in excess of 200 square feet. In no event shall such outside storage building be constructed of metal.

IX. DWELLING FREE SPACE

No part of any dwelling shall be erected or maintained nearer than ten feet to the side property line of the Lot on which the same is erected, except that cornices, spouting, chimneys and purely ornamental projections may extend two (2) feet nearer said property line, and the Architectural Control Committee shall have discretion to grant a variance, if necessary.

X. SIGNS, BILLBOARD AND MISCELLANEOUS PROVISIONS

The construction or maintenance of signs, billboards or advertising structure of any kind on any Lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the recorded plat is permitted provided it does not exceed 2x3 feet in size, and except that signs of a larger size advertising the subdivision may be erected by the Developer. The Developer reserves the right to allow or maintain a sales office on the property during development and sale of any Lot.

In the event of fire, windstorm or other damages, no Structure shall be permitted to remain in damaged condition longer than six months after the date of the damage.

No Structure shall be permitted to stand with its exterior in an unfinished condition for longer than six months after commencement of construction.

No tank for the storage of oil or other fluids may be maintained on any of the Lots, except the filter equipment for a swimming pool may be so maintained with the written consent of the Architectural Control Committee, and subject to its enclosure by fencing or to other screening, with such enclosure to be approved by the Committee in writing.

No detached Structure for purely ornamental purposes may be erected or maintained on any Lot nearer a front or side Street than the Building Set Back Line, except a sales office for Campus Woods Third Addition or Campus Woods Fourth Addition.

Swimming pools may be constructed on any Lot, but shall not be nearer to any Street than the Building Set Back Line.

No radio aerial wire or television antenna shall be maintained more than five (5) feet higher than the roof on any structure nor in front of the Building Set Back Line.

No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements and then the material shall be placed within the property line of the Lot upon which the improvements are to be erected, and shall not be placed in the Street or between the Street and property line.

XI. FENCES

No hedges, windbreaks, fences or boundary walls shall be constructed or installed until after the height, type of design and approximate location thereof shall have been approved in writing by the Architectural Control Committee. Suggested fence types shall be of stone, brick, wrought iron or wood but in no event may any person install a chainlink or wire fence. Fences constructed on lake Lots (which shall be declared and defined to be the following Lots: (i) Lots 1-8, inclusive, of Block 3, in Campus Woods Second Addition; (ii) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9,10 and 12 of Block 5, in Campus Woods Third Addition; (iii) Lots 7 - 12, inclusive, of Block 3, in Campus Woods Third Addition; (iv) Lots 23 - 31, of Block 3, in Campus Woods Third Addition) shall be wrought iron so as to allow unobstructed view of the lake. Fences to screen patios on lake Lots are permitted as approved by the Architectural Control Committee.

XII. LAWNS AND TREES

All lawns shall be seeded or sodded at the first available planting time after completion of the dwelling. For the good of the development, Owners shall endeavor to leave existing trees on a Lot whenever possible.

XIII. STRUCTURES: DIVISION OF LOTS; TRAILERS; FENCES; SOLAR PANELS

No previously approved Structure shall be used for any purpose other than that for which it was originally designed. No more than one dwelling Structure shall be erected upon any Lot. One dwelling Structure with two dwelling units (a duplex) is permitted in the areas designated above.

No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, unless first being approved by the Committee.

No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot. Large satellite antenna dishes, if approved by said Committee, must be screened by plantings, the location and design of which must be approved by said Committee, and such planting must be installed and maintained by the Lot Owner prior to erection of the satellite antenna dish.

No boat, boat trailers, horse trailer, house trailer, camper, camper trailers, recreational

vehicles, pickup truck, semi-tractor or trailers, or similar items shall be stored or parked in or on any Street, any common area, or in the open on any Lot or driveway except for local, temporary deliveries; no junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept in the open on any Lots, driveway or any common area. Vehicle repairs other than the ordinary light maintenance are not permitted on any Lot, and no more than 5 automobiles may be kept on any Lot or adjoining Street by any Owner and all must be operable.

No solar panels shall be installed on any roof as an appurtenant to any structure, except as authorized by the Architectural Control Committee.

XIV. ANIMALS

No animals or fowl shall be kept or maintained on any part of a Lot except dogs, cats, and pet birds which may be kept thereon so long as the total number of such animals for the household in question does not exceed the number allowable by applicable regulations of the City of North Newton, Kansas. Dogs and other animals shall not be permitted to become a nuisance to other Owners and shall be confined at all times to the Lot and must be kept on a leash when outside the dwelling or on a common area.

XV. PERSONAL LIABILITY

Neither the Owners, the Developer, the Architectural Control Committee, nor any officer, director, member, agent or employee thereof shall be held liable to any Lot Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions.

All purchasers of all Lots understand and agree that they have made an adequate inspection of the Lot purchased before purchase and that they are satisfied as to the quality and character of all matters pertaining thereto including but not limited to water, soil, subsoil, air, drainage and flood elevations, and all other environmental and physical qualities and that they are satisfied in all respects with the Lot purchased. The Developer is not bound by any representation or promise unless stated in writing and signed by its duly authorized officers.

The Developer and the Architectural Control Committee, or any participating agents of the aforementioned, may at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of any Structure thereon are in compliance with the law, city ordinance, and/or these restrictions.

XVI. DURATION

These covenants shall be in effect for thirty years from the date of filing unless amended and/or extended by the Owners of two thirds of the Lots.

XVII. CAMPUS WOODS HOMEOWNERS' ASSOCIATION

The Association shall be organized and operated by the Developer and the Owners as a not-for-profit corporation under the laws of the State of Kansas.

Each Owner shall automatically be a Member and membership is required of every Owner. No person other than an Owner may be a Member. Membership may not be transferred, assigned or conveyed and shall not be separated from ownership of a Lot.

All Owners, as qualified hereunder, shall be entitled to Vote on each matter submitted to vote at a meeting of the Members. Each Member shall have one vote for each Lot owned by such Owner, except that (i) when any Lot is owned or held by more than one Owner, such Owners shall collectively be entitled to one vote for each dwelling unit thereon occupied by such Owners (regardless of the number of Owners or occupants of a particular dwelling unit); (ii) any Owner (or Owners, if a Lot is owned by more than one Owner) who is in violation of this Declaration, as determined by the Association's Board of Directors, shall not be entitled to vote during such period as the violation continues; (iii) any Owner who fails to pay any assessments shall not be entitled to vote unless and until such assessments have been paid in full; and (iv) the Developer shall be entitled to one and a half votes for each single Lot owned by the Developer.

All actions of the Association shall be taken on its behalf by its Board of Directors except where a vote of the Members is specifically required by this Declaration, by the Articles of Incorporation of the Association or by the Association's bylaws.

XVIII. ASSESSMENTS

All Lots shall be subject to a charge to be assessed under this Declaration, which assessments are to be paid by the respective Owners thereof to the Association, in advance, on the 1st day of January of each year; provided, however, the Board may permit the annual assessment charge to be paid annually, semiannually, quarterly or monthly, in its discretion.

The obligation of any Owner to pay assessments shall commence with the purchase of the Lot and is not dependent on improvements being placed or erected thereon. The amount of the initial general assessment shall be established by the Board of Directors of the Association and shall commence on the date specified by the Board of Directors of the Association upon notice sent to the last known addresses of the Owners.

No Owner shall have the right to withhold payment of assessments because another Owner shall not have paid assessments or because the Association or some Owner is in violation of this Declaration, or any covenant, restriction, condition or reservation hereunder, or any rule or regulation promulgated by the Association.

Each year following the establishment of the initial general assessment by the Board of

Directors of the Association, the Board shall, prior to January 1, determine the total amount to be raised by its respective general assessment charges for the next succeeding year. Subject to the exemptions permitted by this Declaration, which are noted below, each Lot shall be assessed an equal amount. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

The Developer, and any properly licensed general contractor acquiring a Lot from the Developer for the purpose of constructing a dwelling 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 the Developer or such contractor holds legal title thereto. This exemption may not be changed except by a vote of two-thirds of the Owners of all Lots (and the Developer shall be entitled to two votes for every Lot owned).

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, 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.

The Association shall enforce all of the covenants, conditions, reservations and restrictions imposed hereby as the same may be modified from time to time and shall perform all duties and obligations of the Association as are otherwise provided for herein. The Association assessment fund shall be used for such of the following purposes as the Board shall determine necessary and advisable for the use, benefit and enjoyment of the Owners, which shall include, but are not limited to, performing all duties and obligations of the Association, for employing watchmen; 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, and operating any community service, including publishing a directory of the membership of said Association; for purchase of insurance premiums; for expenses incidental to the enforcement of these restrictions; for the payment of management, accounting, legal and operating expenses of said Association; for social activities involving the members of the Association; for doing any other thing advisable or desirable for the general welfare of the Owners; and for any other purpose within the purposes for which the Association is incorporated. Following the completion of any general improvement approved by the Members, the Association shall, at its expense, maintain, repair and replace such improvement so the same remains in good condition.

Lien for Delinquent Assessments. Delinquent general and special assessment charges hereunder shall be a lien and encumbrance on the Lot with respect to which said charge is made, as well as the personal obligation of the Owner. By the acceptance of title to a Lot, the Owner (not including thereby any mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all such charges which were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter

falling due during such Owner's ownership thereof. A certificate in writing issued by the Association or its agent setting forth the status of said charges shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which certificate shall be binding upon said parties. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due and from the lien thereof.

Right of Association to Enforce Payment of Assessment. By the acceptance of title (or, if title is already held by an Owner at the time this Declaration is entered into, by signature of the Owner approving of this Declaration), each Owner shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of assessments, charges or fines, and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses or costs reasonably incurred in enforcing its rights hereunder. At any time after a general assessment, special assessment and/or fine against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Harvey 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 amount of the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the Lot against which the same has been asserted and the name of the Owner thereof, and such notice shall be signed by an officer of the Association. 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 a like manner as a mortgage on real property as provided by the laws of Kansas. 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.

From and after the year in which the initial general assessments are established, the general assessments assessed pursuant to this Section may be increased for any subsequent year to an amount which is no more than twenty percent (20%) above the maximum permitted general assessment for the previous year without a vote of the Owners. The general assessments assessed pursuant to this Section for any year may be increased to any amount greater than twenty percent (20%) only by an affirmative vote of two-thirds (2/3) of the votes of the Owners in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

The Board may fix the general assessment at an amount not in excess of the maximum amount set forth in this Section.

Special Assessments. In addition to the general assessments authorized above, the

Association may levy, in any calendar year, a special assessment against the Lots that is applicable to that year only. Special assessments may be made for capital improvements or for the purpose of defraying the cost of the Association's operations in whole or in part. No special assessment shall be made unless approved by an affirmative vote of two-thirds of the votes of the Owners in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Interest on Delinquent Assessments. All assessment charges (general or special) and fines which remain due and unpaid thirty (30) days after the same are due shall thereafter be subject to interest at the rate of eighteen (18%) percent per annum, or the maximum rate allowed by law, whichever is lower.

XIX. OWNER MAINTENANCE COVENANTS AND OBLIGATIONS; LIEN AND OTHER ENFORCEMENT PROVISIONS

Each Owner (other than Developer) shall keep all Lots owned by such Owner and all improvements therein or thereon in good order, condition and repair, including, but not limited to, the maintenance, repair and replacement, (including the painting or other appropriate exterior care) of all Structures, buildings and other improvements, roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, any enclosed courtyards, decks and the interior of the residence, including all appliances, heating and air conditioning equipment and plumbing, exterior doors, windows, glass walls, chimney flues, and structural items, as well as the patio, patio fence, fence or wall, if any, driveways and sidewalks appurtenant to such Lot, all in a manner and with such frequency as is consistent with good property management. Each Owner's obligation hereunder shall commence upon the acquisition of such Owner's Lot.

If, in the opinion of the Architectural Control Committee, any Owner fails to perform such duties, or otherwise breach such Owner's obligations as specified in this Declaration, the Association, upon approval by the Board and after fifteen (15) days written notice to such Owner to remedy such default shall have the right, (in addition to any other rights and remedies available hereunder or at law or equity), through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, or otherwise bring such Lot or such improvements into conformity herewith and the cost thereof (hereinafter sometimes called the "Compliance Charge") shall be a binding personal obligation of such Owner which may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Compliance Charge in the Office of the Register of Deeds of Harvey County, Kansas, stating: (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property as last known to the Association, and (c) the amount of the Compliance Charge which is unpaid. The lien may be foreclosed in the like manner as a mortgage on real property as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to recover its costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association. The lien referenced herein shall be created at the time of the filing and recording of the

Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior. The Compliance Charge shall accrue interest at the rate established from time to time by the Board at the maximum rate permitted under Kansas law.

XX. ENFORCEMENT

The Association, Developer and/or any Owner of any Lot (whether acting independently, jointly or in some combination of the above-listed groups) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration insofar as the same are for the benefit of the Association, Developer or Owner of any Lot, respectively. The Association, Developer, or Owner of any Lot, shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. **Failure by the Association, Developer or by any Owner of any Lot, respectively, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the Association or the Developer to enforce the provisions hereof against any Owner of any Lot shall be deemed a waiver of any provision hereof as to any other Owner of any Lot.**

XXI. ADDITIONAL LAND

Developer may, from time to time, annex additional real property to the Property covered by this Declaration, and thereby subject the same to all of the terms, provisions, and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Harvey County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During the fifteen (15) year period commencing with the date of the recording of this Declaration, Developer, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said fifteen (15) year period, such additional real property may be annexed provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Owners in attendance, in person or by proxy, at a meeting called for such purpose.

XXII. REMOVAL OF LOTS BY DEVELOPER FROM APPLICATION OF DECLARATION

At any time and from time to time as the Developer may own or hold legal title to five or more contiguous Lots, one or more of which is located on the periphery of the Develpment, the Developer shall be entitled to remove any or all of such Lots from the application of this Declaration by the execution and filing for recordation with the Register of Deeds of Harvey County, Kansas, of an instrument expressly stating an intention to remove any or all of such contiguous lots and

describing with particularity such real property to be so removed. Notwithstanding anything herein to the contrary, this Section may not be amended without the express, prior approval of the Developer and any action to the contrary shall be null and void and of no force or effect.

XXIII. AMENDMENT OF DECLARATION

Except as otherwise may be provided herein, this Declaration may be amended by a vote of a majority of the Lots subject to this Declaration and for all such purposes the Developer shall be entitled to one and a half votes for every Lot owned by the Developer.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned Owners/Developers have executed this agreement this 12 day of Oct, 2005.

Owner/Developer
Alamar Development, Inc. by Alan E. Vogts, President

Owner/Developer
Alamar Development, Inc., by Mark E. Vogts, Vice-President

STATE OF KANSAS, COUNTY OF HARVEY, SS:

The foregoing instrument was acknowledged and sworn to before me this 12th day of October, 2005 by Alan E. Vogts, President, and Mark E. Vogts Vice-President of Alamar Development Inc., a Kansas Corporation, on behalf of the Corporation

Notary Public

My appointment expires: 3-13-06

