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COUNTY OF JOHNSON) SS
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REBECCA L. DAVIS
REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS
ESTATES OF HIGHLAND RIDGE**

THIS DECLARATION WITNESSETH THAT:

WHEREAS, Highland Ridge Development Co., L.L.C., a Kansas limited liability company (hereinafter referred to as the "Developer"), has filed with the Register of Deeds of Johnson County, Kansas as Page 130 of Plat Book 28, a plat of the land known as ESTATES OF HIGHLAND RIDGE, a subdivision in the City of Shawnee, Johnson County, Kansas; and

WHEREAS, said plat creates said ESTATES OF HIGHLAND RIDGE, a subdivision composed of the following Lots, to-wit:

Lots 1 through 52, and Tracts A through E, ESTATES OF HIGHLAND RIDGE, a subdivision of land in Shawnee, Johnson County, Kansas,

AND WHEREAS, said Developer has heretofore dedicated to the public all of the streets and roads shown on said plat for use by the public; and

WHEREAS, the undersigned are now the owners of all of the Lots shown on the aforesaid plat and now desire to place certain restrictions on all of said Lots, all of which restrictions shall be for the use and benefit of the undersigned as the present owners thereof and for their future grantees and assigns.

NOW, THEREFORE, the undersigned, for and in consideration of the benefits for themselves, their successors and assigns, and their future grantees, hereby agree that all of the Lots shown on the above described plat shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

For the purpose of these Restrictions, the word, "Developer" shall mean Highland Ridge Development Co., L.L.C.

The word "Street" shall mean any Street, road, drive or terrace of whatever name, as shown on any plat of ESTATES OF HIGHLAND RIDGE.

The word "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "Lot" as used herein may mean any numbered Lot platted by Developer and designated as "ESTATES OF HIGHLAND RIDGE", whether in one or more plats, and upon which a residence may be erected in accordance with the restrictions herein set forth. A "Corner Lot" shall be deemed to be any Lot as platted having more than one Street contiguous to it.

"Architectural Control Committee" or "Committee" or, in abbreviated form, "ACC" shall mean the Developer or its successor designated in written instrument properly executed and

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Ret: City of Shawnee
1110 Johnson Dr
Shawnee KS 66203

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recorded with the Register of Deeds. When Developer shall have sold all Lots in all of the subdivisions designated as "ESTATES OF HIGHLAND RIDGE", whether in one or more plats, the owners of the Association shall constitute an Architectural Control Committee consisting of not less than three nor more than seven persons, as specified from time to time by the bylaws of the Homes Association. When Developer shall have sold all Lots in all of the subdivisions designated as "ESTATES OF HIGHLAND RIDGE", whether in one or more plats, the members of the Architectural Control Committee shall be appointed by the Board of the Association. The Committee shall be empowered to utilize professional consultants as may be approved by the Board.

"Homes Association" or "Association" shall mean an organization representing all owners of Lots restricted hereby, with definite rules for the conduct of its affairs and allowing for the participation of all owners.

"Community" shall mean the subdivision or subdivisions which are generally made subject to these declarations.

"Owner" shall mean a person having the right to occupy any Lot, whether by fee title or contract to purchase which would be recognized to give the person equitable rights in the title under Kansas law. With respect to prohibited actions or activities upon any Lot, "Owner" shall also include persons occupying under lease or other agreement with the holder of an interest in the fee title.

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who may own or shall hereafter acquire any interest in the above described Lots hereby restricted shall be taken to hold and agree and covenant with the Owner of said Lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2030, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, accepts ownership and occupation within the community subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land.

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Developer, 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 Community owned by the Developer.

SECTION I. - USE OF LAND:

None of the Lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no two family homes or multi-family homes, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of

the Lots hereby restricted shall be designated for occupancy by a single family and each such residence shall have an attached and enclosed garage designed for the parking therein of at least two (2) passenger vehicles. Each residence must have an attached, fully enclosed side-entry or front-entry garage and may not have more than four (4) garage automobile entrances (with a double-wide door being counted as two entrances), provided, however, the Architectural Control Committee may (but shall not be obligated to) approve a rear-entry garage or more than four (4) garage automobile entrances. Garages shall have the same architectural treatment and be constructed of the same materials as the house. Garages shall remain closed except when vehicles are entering or exiting. No garage will be permitted to be enclosed for living or used for purposes other than storage of vehicles and related uses. All off-street parking surfaces and driveways shall be initially constructed and thereafter maintained with concrete. No flag poles, pumps, play structures, trampolines, Outbuildings or similar objects, regardless of the materials used or the intended purpose or use thereof, may be erected or maintained on any of the Lots hereby restricted without the prior consent, in writing, of the Architectural Control Committee. The Architectural Control Committee shall not approve a swingset or other play structure unless it is constructed of treated lumber. No business or commercial enterprise of any nature shall be conducted on the land herein described if prohibited by municipal ordinance, provided, always, however, that the Developer reserves the right, for itself or its designated real estate representative, to maintain a residential real estate sales office upon any of the herein restricted Lots owned by it for the purpose of promoting, advertising for sale, showing and selling Lots, either improved or unimproved, within ESTATES OF HIGHLAND RIDGE.

SECTION II. - REQUIRED HEIGHT OF RESIDENCES:

Any residence erected on any of the Lots hereby restricted shall not be more than two (2) stories in height, provided, however, that a residence more than two (2) stories in height may be erected thereon with the prior consent in writing of the Architectural Control Committee.

SECTION III. - FRONTAGE OF RESIDENCES ON STREETS:

Any residence erected wholly or partially on any corner Lot shall front or present a good frontage on the Street designated by the Architectural Control Committee.

SECTION IV. - SETBACK OF RESIDENCES FROM STREET:

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots hereby restricted, nearer to the front Street or the side Street than is the front building or the side building line shown on said plat of ESTATES OF HIGHLAND RIDGE on the Lot or Lots on which said residence may be erected, provided, however, that the Developer shall have, and does hereby reserve the right in the sale and conveyance of any of said Lots, to change any building line shown thereon. No building may be constructed in violation of existing municipal zoning ordinances relating to setback of structures.

(b) Those parts of the residence which may project to the front of and be nearer to the front Street and the side Street than the front building lines and the side building lines are as allowed by applicable municipal zoning ordinances.

SECTION V. - REQUIRED SIZE OF RESIDENCES:

Any residence erected on any Lot in ESTATES OF HIGHLAND RIDGE shall contain a

minimum square footage of enclosed floor area as follows:

Ranch Style (single level)	2,000 square feet
Reverse 1 ½ Story	2,000 square feet total with 1,600 square feet on 1 st floor
1 ½ Story	2,000 square feet total with 1,600 square feet on 1 st floor
Two Story	2,400 square feet

Any residence erected on Lots 10, 11, 12, 79 80 and 83 of ESTATES OF HIGHLAND RIDGE shall contain a minimum square footage of enclosed floor area of 3,000 square feet.

The Developer may allow limited variance from the foregoing square footage requirements based on the factors involved in constructing a specific residence, but the variance cannot exceed 10% of otherwise required minimum floor area, and **no** variance shall be allowed for two story homes **nor** for any residence erected on Lots 10, 11, 12, 79 80 and 83.

The words "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics.

All residences and other improvements shall be located on each Lot as approved by the Architectural Control Committee and in full compliance with any set back lines or restrictions shown on the applicable Plat.

SECTION VI. FREE SPACE REQUIRED:

No residence, including attached garages, attached greenhouses, or porches, shall occupy a greater portion of the Lot than is allowed by applicable municipal zoning.

SECTION VII. - RIGHT TO APPROVE PLANS:

No building shall be erected, placed or altered on any building Lot in this subdivision until the building plans, specifications and plot plan showing the location of such building, have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee.

Upon any such request for approval, the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) a site plan of the house as it will set on the Lot and the location of driveways.
- (b) floor plan.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

Signed, written approval by the ACC is required prior to the undertaking of any site improvements construction or installation, including clearing, grading, paving, signs, structures, landscaping and building additions or alterations. Review shall be coordinated with the required governmental approvals. Submission to the city for building permits or site plan approval shall not be made until final plans have been approved by the ACC. All submissions to the ACC are to be made within the time periods established by the ACC and shall be in a format approved by the ACC. The review of each complete submission by the ACC will be completed within thirty (30) working days from the date of such submission; and notification of recommendations or approval

will be provided in writing to the Owner within such time.

The ACC's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved. In order to meet special situations that may not be foreseen, it may be desirable from time to time for the ACC to allow variances of certain requirements; such variances shall not be considered precedent setting. All approvals and consents of the ACC shall be in writing, and oral approvals or consents shall be of no force or effect.

The authority of the Architectural Control Committee shall be exercised in accordance with the following:

(a) No Residence, fence, wall or other structure, or improvement of whatever type shall be commenced, erected or maintained within the Community, nor shall there be any addition to or change to the exterior of any residence, or other structure or improvement upon a Lot, or the landscaping, grading, or drainage thereof, including, without limitation, the painting (other than painting with the same color paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefore which have been submitted to and approved by the ACC. The ACC may reject plans and specifications without citing specifics, for the following reasons, among others: (i) insufficient information to adequately evaluate the design or its intent; (ii) low design quality; (iii) incompatible design elements; (iv) inappropriate design concepts or design treatment; and (v) a design found to have an adverse effect on the character of the Community or its residents. In recognition of the fact that the overall impact of improvements on any Lot involves issues of taste and judgment that cannot be completely described in Design Standards, the ACC shall also have the right to reject plans and specifications otherwise conforming to the Design Standards if the ACC finds that the overall aesthetic or other impact of any proposed improvement, addition, alteration or change is detrimental to the Community.

(b) By its approval of plans and specifications, the ACC shall not be deemed to have warranted or approved the same for engineering design safety, or for compliance with zoning, health and building ordinances; by approving such plans and specifications neither the ACC, the members thereof, the Association, any of its members, its officers, its Board nor the Developer assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Neither the ACC, any member thereof, the Association, its officers, its Board nor the Developer shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (iii) the development or manner of development, of any property within the Community.

(c) Any member or authorized consultant of the ACC, the Developer or its representatives, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot, after reasonable notice to the Owner, in order to inspect improvements constructed or being constructed on such Lot to ensure that such improvements have been, or are being, built in compliance with the plans and specifications approved by the ACC, the Design Standards and this Declaration.

(d) The Association may promulgate such rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration in order to enforce compliance with the Design Standards set forth herein. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE BOARD MAY FIX FINES FOR FAILURE TO OBTAIN APPROVAL FROM THE ACC OR TO COMPLY WITH ANY SUCH APPROVAL.

SECTION VIII. - MAINTAINING SIGHT DISTANCE:

No vegetation, fence or wall which tends to block the view of traffic shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Street property lines and a line connecting them at 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 lines extended.

SECTION IX. - AUTHORIZED BUILDERS; REQUIRED BUILDING MATERIALS:

Developer, while in control of the Association, and the Association thereafter reserves the right to approve a builder intending to construct a residence. Only builders who are approved by the Developer or Board, as the case may be, and who makes his living primarily through the building of single family residences shall be eligible for consideration.

Building materials shall be such as comply with the applicable municipal code for residential structures. All wood and masonite exteriors shall be covered with a workmanlike finish of paint, and/or stain, unless another finish is approved in writing by the Architectural Control Committee.

Roofs shall be of Timberline® or similar style composite shingle with minimum 30 year warranty, and the color of weathered wood, or roofs shall be of concrete tile, clay tile or slate. All colors other than weathered wood must be approved by the Architectural Control Committee.

Other building materials may be approved by the Architectural Control Committee as improved products are introduced on the market and have generally proven to be reliable and of as good or better quality than approved building materials.

The Developer reserves the right to repurchase, at the sales price paid to Developer, any Lot on which the Owner thereof fails to begin the commencement of construction of a residence thereon within four (4) months after approval of the plans for such construction by the Architectural Control Committee.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than three (3) months after commencement of construction. The term "commencement of construction", as used herein and in the preceding paragraph, shall mean the pouring of foundation walls. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three (3) months after commencement of construction. Any Owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee, be assessed an amount payable to the Developer or its success or not less than One Dollar (\$1.00) nor more than One Hundred Dollars (\$100.00) per day for every day the violation continues.

The amount provided for herein, if not paid when assessed, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or

which may hereafter be placed upon said real estate. Such liens may be enforced by the Developer or its successor in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens.

SECTION X. - LANDSCAPING:

Each Lot, when first improved for occupancy shall utilize at least \$1,500.00 in the construction and planting of landscaping, including the costs of trees, but excluding grading and sod. Landscaping on Lots having 85 feet or less of Street frontage shall include at least three (3) hardwood shade trees planted one (1) near the curb in the front yard and one (1) other in the front yard and one (1) in the backyard of each such Lot. Landscaping on Lots having greater than 85 feet of Street frontage shall include the three (3) trees located as stated in the foregoing sentence and one (1) additional hardwood shade tree planted near the curb in the front yard. All such trees shall have a trunk of at least 2.5 inches in diameter at planting. The Architectural Control Committee shall have authority over the approval of any landscaping plan. All disturbed ground areas of a building site shall be sodded, covered with plants or mulched with approved landscape materials. Landscape improvements as approved by the Architectural Control Committee shall be installed within sixty (60) days after completion of the residence; provided, however, said 60 day period shall be subject to reasonable extension on account of inclement weather.

SECTION XI. - OUTBUILDINGS PROHIBITED:

Subject to the other provisions hereof, no building or other detached structures appurtenant to the residence may be erected on any of the Lots hereby restricted without the prior consent in writing of the Architectural Control Committee.

SECTION XII. FENCES, WALLS, HEDGES AND ABOVE-GROUND POOLS:

No above ground swimming pool, in any location, and no fence which projects nearer to the Street than the front corners of the residence, shall be constructed on any Lot hereby restricted. No fence, wall, shrub, hedge, or in-ground or above-ground swimming pool, shall be erected, constructed, planted or maintained upon any of the Lots hereby restricted without prior approval as to material, design, shape, location, type and height by the Architectural Control Committee and said Architectural Control Committee shall not approve any fence, wall, hedge or shrub that violates Section VIII hereof. The Architectural Control Committee shall approve a single fence style which shall be used throughout the subdivision, unless the Architectural Control Committee shall determine for a specific instance that a particular fence of different material does not harm the overall harmony of construction in the Community. No fences in ESTATES OF HIGHLAND RIDGE shall be constructed with unfinished side out, nor of chain link or metal wire.

SECTION XIII. - PETROLEUM TANKS PROHIBITED:

No exterior storage tanks shall be allowed on any of the Lots hereby restricted.

SECTION XIV. - OUTSIDE ANTENNAS OR TOWERS PROHIBITED:

No external radio, television, satellite dish or other antennae of any kind or nature or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon any Lot without the prior approval of the Architectural Control

Committee. All such antennae or other devices so approved by the Architectural Control Committee shall be completely screened from view outside the Lot, except that these provisions shall not be deemed to prohibit the installation of any receiver which may be installed under specific provisions of federal law which are intended to preclude any contrary state law or contract provision.

SECTION XV. - RESTRICTIONS ON MAINTAINING PETS:

No animals of any kind may be kept, bred, or maintained on any Lot, except a reasonable number of commonly accepted household pets kept inside the residence and except not more than two (2) dogs and/or two (2) cats may be maintained on any Lot. In no event shall any domestic pet be allowed to leave its Owner's Lot unattended by the Owner or create a nuisance. No animal runs or cages shall be allowed outside of a residence, unless such run or cage is attached to and runs parallel with the back of the residence, is separately screened, and is approved by the Architectural Control Committee.

SECTION XVI. - SIGNS PROHIBITED:

No permanent or temporary sign of any kind shall be displayed to the public view, or from any Lot, without the approval of the Architectural Control Committee, except for the following temporary signs ("Permitted Signs"): (a) such signs as may be used by Developer or any real estate salesperson retained by Developer in connection with the development and sale of Lots (whether improved or unimproved) in the Community; (b) such signs as may be required by legal proceedings; (c) such signs advertising the Lot as being for sale; or (d) signs promoting political candidates but only 30 days before and five days after the day of election. Permitted signs shall not exceed five square feet in total area or be more than three feet in height, measured from grade.

SECTION XVII. - AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.:

No boats, two or three wheeled motorized vehicles, trucks, trailers, buses, motor homes, mobile homes, campers, recreational vehicles or other similar vehicles, inoperative motor vehicles of any nature, delivery vehicles or damaged or rusted vehicles of any other type or description shall be parked or stored in or upon the Lot except within an enclosed garage. No vehicle shall be repaired (excepting minor repairs which are completed in one day) or rebuilt on any Lot. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the Owner.

SECTION XVIII. - AIR CONDITIONERS:

No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.

SECTION XIX. - OFFENSIVE ACTIVITIES:

No noxious or offensive activities, as so defined by the Owners of a majority of the Lots within ESTATES OF HIGHLAND RIDGE, shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the Community. No Owner shall permit or suffer anything to be done or kept about or within his Lot, or on, or about, any portion

of the Community, which will obstruct or interfere with the rights of other Owners, occupants, or persons, or annoy them with unreasonable noises, lights or sights, nor will he commit or permit any nuisance, or commit or suffer any illegal act to be committed therein. Each Owner shall comply with the ordinances, regulations and requirements of all health authorities and other governmental authorities having jurisdiction over his Lot.

SECTION XX. - MISCELLANEOUS PROVISIONS:

(a) Garage Doors: All doors on garages located on the Lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.

(b) Exterior Clothes Lines and Poles: No exterior clothes lines or poles may be erected or maintained on any of the Lots hereby restricted.

(c) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.

(d) Garage, Porch or Basement Sales: No garage, porch or basement sales may be conducted on any of the Lots hereby restricted except upon days specifically designated for said sales by the Architectural Control Committee. Absent permission to hold such sales, such sales may be held only on the first full weekend in June and the first full weekend in October of each year.

(e) Dogs Running at Large: Dogs shall be confined to the Lot of the Owner(s) thereof.

(f) Exterior Sporting Equipment. No exterior tether poles, trampolines, volleyball or badminton posts or nets or similar sporting equipment shall be erected or maintained on any of the Lots or tracts hereby restricted, without prior written consent by the Architectural Control Committee. The foregoing sentence shall be deemed to include basketball goals, which shall require approval of said Architectural Control Committee. Basketball goal shall have a backboard made of glass, plexiglass or other transparent material and is placed on a pole which is of a material other than wood.

(g) Garbage. No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. No incinerator shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. Trash shall be placed in such designated locations and containers as may be established from time to time by the trash collector designated by the Association or the City.

(h) Safe Condition. Without limiting any other provision in this declaration, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots. All improvements on a Lot which are damaged by or destroyed by fire or other casualty shall be repaired and restored by the Owner thereof with due diligence.

(i) No Obstructions to Drainage: No Owner shall erect, construct, maintain, permit or allow any fence or structure or obstruction that would interrupt the normal drainage of the land or within any area designated by recorded document as a "drainage easement," or which has been intentionally contoured to facilitate drainage; provided, however, that with the prior consent of the City and the Architectural Control Committee, nonpermanent structures including fences, may be erected in those areas that contain only underground closed conduit storm drainage facilities.

(j) Solar Panels. Solar panels shall not be erected without the prior written consent of the

Architectural Control Committee, and in no event shall the same face any street.

(k) Lawn Ornamentation. No lawn ornaments of any kind are permitted in yards visible from any street without the approval of the Architectural Control Committee.

SECTION XXI. COMMON AREAS:

(a) The Developer anticipates that it will hereafter cause to be platted additional land owned by it, which said additional land to be made subject to the control of the Homes Association, may contain recreational or park areas. Upon such future plattings, such recreational or park areas shall be designated on such plat(s) as common areas for the use and benefit, among others, of the present Owners of all of the numbered Lots shown on the plats of "ESTATES OF HIGHLAND RIDGE", whether one or more.

(b) Title to Common Areas: Developer may retain the legal title to the common areas until such time as in the opinion of the Developer a Homes Association for said subdivision is formed and is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the common areas subject to utility easements and these Restrictions not later than the time when the Developer or its successor has sold all of the Lots in the subdivision. The Homes Association shall accept the conveyance of such common areas.

(c) Easements on Common Areas: The right and easements of enjoyment created hereby as to the common areas shall be subject to the right of the Developer and of the Homes Association to assign or convey sewage, water, drainage and other utility easements over, through or under all or any part of such common areas.

(d) Rules and Regulations Pertaining to Common Areas: The following rules, regulations and restriction shall apply to the common areas as the same may be applicable. In the enforcement of each such rule, regulation and restriction, Lot Owners shall be responsible for the acts of each resident of their homes and each of their social and/or business invitees.

(1) No automobiles or other motorized vehicle shall be driven, ridden or parked in any common area except at those places within such common areas specifically designated for that use by the Developer.

(2) No refuse shall be discarded in or about the common area.

(3) No structures or vegetation are permitted to be built or planted on the common areas without prior written approval of the Architectural Control Committee.

(4) The Developer or its successor, the Homes Association, shall have the right to make additional rules and regulations pertaining to the use of the common areas.

SECTION XXII. - DURATION OF RESTRICTIONS:

Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 31, 2030, and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that the Owners of the fee simple title to more than two-thirds (2/3) of all of the Lots hereby restricted may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth at any time by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

SECTION XXIII. - RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and shall bind the present Owner, its successors and assigns, and all parties claiming by, through or under the present Owner shall be taken to hold, agree and covenant with the Owner of the Lots hereby restricted and with its successors and assigns, and with each of them, to conform to and to observe such restrictions as to the use of said Lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding upon any corporation, person or persons except in respect to breaches committed during its, his, her or their seizin of, or title to said land. Developer, its successors and assigns, and also the Owner or Owners of any of the Lots hereby restricted, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to any ordinary legal action for damages, and the failure of Developer, its successors or assigns, or any Owner or Owners of any Lot hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter.

All expenses of the Association or the Developer or other person granted rights of enforcement hereunder, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the judgment rate of interest until paid, shall be charged to and assessed against a defaulting Owner, shall be assessed as a special assessment against the Lot of such Owner, and the Association shall have a lien thereon, enforceable as any other assessment made by the Association.

Developer may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect contained in a deed to any Lot restricted hereby, assign or convey to any person or corporation, all of the rights, reservations and privileges herein reserved by or granted to it in respect to all or any part of said Lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way or manner as those directly reserved by or granted to them in this instrument.

SECTION XXIV. - AMENDMENTS:

Except as otherwise specifically provided in this section and elsewhere in this Declaration, any proposed amendment to this Declaration must be recommended for approval by a majority of the Board of Directors of the Association prior to its consideration by the Association members. Amendments may be adopted at a meeting of the Association members upon the approval thereof of two-thirds of all of the Association members entitled to vote or without any meeting if all of the Association members have been duly notified and if two-thirds of all of the Association members entitled to vote at such a meeting if held, consent in writing to such amendment. Amendments once properly adopted shall be effective upon recording of the Amendment in the Office of the Register of Deeds of Johnson County, Kansas.

So long as Developer has the power to control the Association, the Developer reserves the exclusive right to amend this Declaration without the approval of the Board of Directors of the Association, the Association members or any Owner or other person.

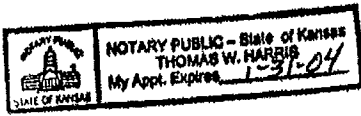
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 29th day of April, 2003.

HIGHLAND RIDGE DEVELOPMENT CO., L.L.C.

By: Tim J. Hoelting
Tim J. Hoelting Managing Member

STATE OF KANSAS, JOHNSON COUNTY: ss

THIS INSTRUMENT was acknowledged before me on the 29th day of April, 2003, by TIM J. HOELTING as Managing Member of Highland Ridge Development Co., L.L.C., a Kansas limited liability company.



Thomas W. Harris Notary Public

My appointment expires: Jan. 31, 2004