

HIGH PRAIRIE POINTE DECLARATION OF RESTRICTIONS

THIS DECLARATION is made this 20th day of January, 2004 by Kansas Homesites, Inc., herein referred to as "Developer / Owner."

Whereas, Kansas Homesites, Inc. is the Developer / Owner of the property High Prairie Pointe, a rural subdivision in Leavenworth County, Kansas.

AND WHEREAS, the Developer / Owner will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set out.

NOW, THEREFORE, the Developer / Owner hereby declares that all the property described above shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These easements, covenants, restrictions and conditions, shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner thereof.

1. DEFINITIONS

a. "Review Committee" shall mean and refer to a committee composed of the above Developer / Owner, or its nominees, until such time as the Owner has conveyed 100% of the lots described above.

b. "Subdivision" shall mean and refer to the 38 lots of High Prairie Pointe, Phase 1 and 2,

c. "Lot" shall mean and refer to the various lots, tracts or parcels of ground designated on the plat of High Prairie Pointe, Leavenworth County, Kansas.

d. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or tract which is a part of the above described property, but excluding those having such interest merely as security for the performance of an obligation such as lenders and holders of mortgages.

2. MAINTENANCE

The Lot Owner shall maintain each lot, including easements and road rights-of-way adjacent to said lot and all improvements located on said lot, in a reasonable manner.

3. REVIEW COMMITTEE – FUNCTION

It is the purpose and function of the Review Committee to insure the best use and most appropriate development and improvement of the land located within the Subdivision; to protect the lot owners against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of and provide for proper landscaping of the subdivision; to guard against the erection thereon of poorly designed and proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on the lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality and aesthetically pleasing type of improvements to the subdivision, and thereby to enhance the value of investments made by lot owners within the subdivision. The Review Committee is specifically charged with plan review and approval as outlined in Section 4 below, and interpretation and enforcement of the specific Development, Use and Building Standards established pursuant to Section 5.

4. REVIEW COMMITTEE - PLAN APPROVAL

In order to insure the architectural integrity and quality of the subdivision, the Review Committee is hereby empowered to review and approve all plans, to establish standards for the development of the subdivision, and to insure the proper appearance of the subdivision. In accordance with that directive, the Review Committee shall endeavor to insure architectural integrity and conformity with the existing structures and residences within the subdivision and to insure a properly landscaped and maintained development. All determinations of the Review Committee shall be within the sole discretion of the committee, and shall be inclusive.

All plans for the construction of any building, fence, wall, or structure to be erected upon any lot and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, driveway, or other structures upon any lot shall require the approval in writing of the Review Committee. Before beginning the construction of any building, fence, or other structure whatsoever, or remodeling, reconstruction, or altering such structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Review committee one set of site and drainage plans, building plans and specifications, (including exterior color scheme) and plans for the building, fence or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Review Committee. The Review Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications, nor shall the Review Committee have any responsibility for defects that might occur in any landscape, drainage, or site plan presented to and approved by the Review Committee. In the event the Review Committee fails to approve or disapprove such design and location within Thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

In the event any owner shall attempt to construct or alter any improvements, except in compliance herewith, the Review Committee, the Developer / Owner, or any owner shall have the authority to seek injunctive or other appropriate relief to enforce compliance with these Declarations.

5. DEVELOPMENT: LAND USE AND BUILDING STANDARDS

In order to insure the best and most appropriate development, use and improvement of the subdivision, the following specific standards are hereby established:

a. Noxious Activity

No noxious or offensive activity shall be carried on within any lot nor shall any trash or other refuse be thrown, placed or dumped upon any lot nor shall anything be done which may be or become an annoyance or nuisance within or to the subdivision.

b. Residential Use

The lots and any development thereon shall be exclusively for residential purposes. No building or structure intended for or adapted to business purposes shall be erected, placed, permitted, or maintained on such premises, or on any part thereof.

c. Setback Lines

No building, structure, outbuilding or appurtenance of any nature shall be located within the building setback line, as shown on the final plat recorded at the Leavenworth County Register of Deeds Office.

d. Utility Lines, Radio and Television Antennas

All electric, telephone, water and other utility lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of the premises. Satellite dishes 36" and smaller are permitted, so long as they are positioned behind the front corners of the home.

e. Signs

No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except signs advertising such property for sale, which signs shall not exceed six (6) square feet in area, further excepting the initial marketing signage that may be placed by the original Owner for the initial sale of the lots.

f. Occupancy

No structure erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed; nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine months from the start thereof. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot. A temporary real estate sales office that is used to promote and sell the new residential homes of High Prairie Pointe is excluded from this requirement.

g. Outbuildings

Each Lot Owner may construct one outbuilding and storage shed as described below. Structures location must be behind residence and have review committee approval. Each Lot Owner may construct one (1) storage shed, which shall not exceed 250 square feet, determined by outside dimensions. And shall further not exceed one story or level in height. Any such structure shall be designed and constructed to match the architecture and material of the residence on said lot including its front elevation. Each Lot Owner may construct one (1) outbuilding, which shall not exceed 780 square feet, determined by outside dimensions, and shall further not exceed one story or level in height. Such structure shall be designed so the front elevation will match the architecture and material of the residence on said lot. Sides and back may be that of a factory painted metal building or pole barn, but such type must have review committee's approval (including color scheme). A concrete floor is required for all structures.

h. Recreational Vehicles

All recreational vehicles, campers, trailers, or boats must be parked behind the back corners of the home on a solid surface. No recreational vehicles, campers, trailers, or boats may be parked or stored in front of the home or on the sides of the home.

i. Commercial Vehicles

No heavy, commercial vehicles, construction vehicles, or like equipment of any kind shall be permitted, parked or stored on a lot, except during construction, unless enclosed.

j. Garage Requirement

All residences are required to have a minimum of two car (2) attached garage.

k. Mobile/Manufactured Homes

No single or doublewide mobile home, mobile trailer, prefabricated home or modular home or used structure shall be constructed on, or moved upon any lot.

l. Roofs

Any structure built upon a lot shall be roofed with an architectural designed roof or a material comparable to, or better than, a "Tamco Heritage style" 25-year warranty roof. The main roof on the main structure shall be constructed at not less than a 7/12 pitch. The review committee must approve all roofing material, color and design.

m. Minimum Space Requirements

The living space in any dwelling shall not be less than: Single Story: 1,800 square feet on the ground level Reverse 1 % Story: 1,800 square feet on the ground floor level 1 ½ Story: 1,250 square feet on the ground floor level; 750 square feet second level Two Story: 1,250 square feet on the ground level. The square footage requirements herein do not include garages, basements, covered walks, porches and decks. Review Committee may make exceptions due to architectural or design uniqueness.

n. Fences

Proposed fence locations and materials shall be submitted to the Review Committee for approval prior to installation. Chain link fences are not permissible. No fence shall exceed six (6) feet in height. No fencing shall be installed in front of the back wall of the home. Chain link dog kennels/runs are allowed but must be approved by the Review Committee.

o. Seeding/Sodding of Yards

All yards (except heavily treed areas) shall be completely seeded or sodded by the builder before final occupancy. Review Committee may grant an extension if one is warranted due to weather.

p. Division of Lots

No lot shall be subdivided, nor shall more than one residential dwelling be allowed on each lot.

q. Earth Contact Homes

No earth contact or belowground structures shall be constructed on any lot. This provision is not intended to exclude a normal basement, a basement level garage or a walk out basement.

r. Animals

A limit of two (2) OUTSIDE dogs, cats, or other domestic pets is allowed. Any lot owner keeping animals shall maintain the premises and control said pets so as not to become a nuisance within the subdivision.

s. Outside Storage

No non-licensed or non-operating motor vehicles, equipment of any type of material in general.

t. Window Air-conditioning Units

No window air-conditioning units shall be allowed in any structure.

u. Front Elevations

All residential structures and outbuilding structures must include at least 80% of the front face with Brick, Stone or Stucco. Said elevation to be approved by Review Committee.

v. Landscaping

All building sites shall be landscaped with shrubbery, trees and flowering plants with a minimum allowance of \$2,500, which would include three (3) trees with a 2" minimum caliper to be planted in the front yard of each home. All landscapers and landscaping must be approved by the Developer / Owner. Developer / Owner may waive this requirement when existing trees on the site exist in a condition and location so as to give the same landscaping effect.

w. Mailbox and Yard Light

The Developer / Owner shall supply to the builder for each home a mailbox and stand. It shall be the builder's responsibility for installation. Thereafter, it is the responsibility of each Lot Owner to maintain the same style box, stand, and light in good and proper working order.

x. Livestock

Cows, horses, pigs or any type of livestock are not permitted on any lot.

y. Propane Tank Enclosure

Propane tanks must be enclosed on two sides with concrete walls and a stucco, brick or stone finish to match residence, a six (6) foot high privacy fence with approved landscaping (in addition to required landscaping), or underground tank.

6. ENFORCEMENT**a. Enforcement**

The Review Committee, Developer / Owner or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity (including injunctive relief), all restrictions, conditions, covenants, reservations, liens and easements, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Any party enforcing these restrictions, if successful, shall be entitled to recover the expenses of enforcement, including, but not limited to, reasonable attorney's fees, filing fees and costs, and the costs of obtaining expert witnesses, from the party defaulting on these Restriction. Said expenses shall become a lien upon the property of the offending Lot Owner and may be enforced as provided below.

b. Creation of the Lien and Personal Obligation of Assessments

Each Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay any expenses assessed against said lot in any enforcement proceeding, said amount to bear interest at a rate established by the court in any such proceeding, Said amount shall become a charge on the land and shall be a continuing lien upon the property against which such enforcement is made. Such assessment shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title.

GENERAL PROVISIONS**a. Severability**

Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. However, such subordination shall apply only to the assessments of liens, which have become due prior to the sale of such property pursuant to a foreclosure of such mortgage. No such sale shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

c. Interpretation

Should any court be called upon to construe the provisions of this Declaration, it is intended that these provisions be liberally interpreted, considering the goals and purposes as set forth herein.

d. Amendment

The covenants and restrictions of this declaration shall run with and bind the land within the subdivision, and shall insure to the benefit of and be enforceable by the owner of any lot, the Review Committee and/or the Developer/Owner, their respective legal representatives, heirs, successors and assigns, for a term of 50 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. The covenants and restrictions of this declaration may be amended during the first fifty-year period by an instrument signed by not less than 75% of the lot owners, and thereafter by an instrument signed by not less than 51% of the lot owners. Said percentage is to be determined by counting the number of lots whose owners sign said instrument, such that multiple ownership of lots shall result in a higher percentage. Any amendment shall be properly recorded.

**AMENDMENT TO
DECLARATION OF RESTRICTIONS
HIGH PRAIRIE POINTE**

THIS AMENDMENT to the Declaration of Restrictions for High Prairie Pointe Subdivision is made this 23rd day of April, 2004, by Kansas Homesites, Inc., herein referred to as "Developer/Owner".

WHEREAS the Developer/Owner of High Prairie Pointe holds 100% ownership of all land in said development.

AND WHEREAS, the original HIGH PRAIRIE POINTE DECLARATION OF RESTRICTIONS, dated January 20, 2004 was filed with the Leavenworth County Register of Deeds Office, Bk 907, Pgs. 1210-1218.

NOW, THEREFORE, the Developer/Owner hereby makes the following amendments and clarifications to said DECLARATION OF RESTRICTIONS.

1. Lot 8, High Prairie Pointe Phase I, is excluded from any and all requirements of the DECLARATION OF RESTRICTIONS, this AMENDMENT to said DECLARATION, and any future amendments to said DECLARATION.
2. Exterior color of all buildings shall be a natural or earth tone color and shall be approved in writing by the review committee. Bright or brilliant colors shall not be permitted.

3. The review committee shall have the discretion to allow horses to be kept in the subdivision. Each Lot Owner shall obtain written approval for such allowance in advance. The following regulations will apply.

a. Any horse kept in the subdivision shall be owned by the owner of the lot on which it is kept.

b. An adequate stable shall be provided and maintained for said horse, and shall be constructed to meet all other requirements set forth in the subdivision DECLARATION OF RESTRICTIONS and amendments thereto.

c. Only one horse per lot shall be permitted. In such case as two adjacent lots are under the same ownership, two horses may be allowed to be kept in the same area.

d. Horse area and stable shall be fenced in accordance with fencing requirements set out in the subdivision DECLARATION OF RESTRICTIONS.

e. Horse stables shall be kept behind the back wall of the residential structure on the lot.

f. Grass or vegetative ground cover shall be maintained over 100% of lot at all times. Lot owner will be responsible for providing supplemental feed for horses to prevent bare or dry spots in grass from grazing. Lot owner will be responsible to provide sufficient fenced area to prevent bare or dry spots from animal traffic.

**AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR HIGH PRAIRIE POINTE
LEAVENWORTH COUNTY, KANSAS**

THIS AMENDMENT to the Declaration of Restrictions for High Prairie Pointe Subdivision is made this 30th day of April, 2007, by Kansas Homesites, Inc., herein referred to as "Developer".

WHEREAS the Developer of High Prairie Pointe, as executor of this amendment, holds not less than 75% ownership of lots in said "subdivision", as defined in Section 1.b. of the original Declaration of Restrictions, and as required to amend said Declaration of Restrictions per Section 7.d. of said original document,

AND WHEREAS, the Developer acknowledges that, in certain cases, Developer may wish to allow a waiver or modification of the subdivision Restrictions, based on his sole discretion,

AND WHEREAS, the original HIGH PRAIRIE POINTE DECLARATION OF RESTRICTIONS, dated January 20, 2004 was filed with the Leavenworth County Register of Deeds Office in Book 907, Pgs. 1210-1218, and an Amendment to the Declaration of Restrictions dated April 23, 2004 was filed with the Leavenworth County Register of Deeds Office in Book 915, Pgs. 1321-1322,

NOW, THEREFORE, the Developer hereby makes the following amendments and clarifications to said DECLARATIONS OF RESTRICTIONS.

Legal: Lots 1-7 and 9-20 High Prairie Pointe Ph 1 and lots for all future phases.

1. Section 7.d. of the original DECLARATION OF RESTRICTIONS shall be replaced with the following:

Amendment: The covenants and restrictions of this declaration shall run with and bind the land within the Subdivision, and shall insure to the benefit of and be enforceable by the Owner of any lot, the Review Committee and/or the Developer/Owner, their respective legal representative, heirs, successors and assigns, for the term of 50 years from the date of the original declaration as recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. The covenants and restrictions of this declaration may be amended during the first fifty-year period by an instrument signed solely by the Developer/Owner, and thereafter by an instrument signed by not less than 51% of the lot owners. Said percentage is to be determined by counting the number of lots whose owners sign said instrument, such that ownership of multiple lots shall result in a higher percentage. However, each lot shall only count as one, regardless of the number of individuals or entities that share its ownership. Any amendment shall be properly recorded.

2. Section 1.a. of the original DECLARATION OF RESTRICTIONS shall be replaced with the following:

"Review Committee" shall mean and refer to a committee composed of the above Developer / Owner, or its nominees, until such time as the Owner has conveyed 100% of the lots described above.

3. Section 4 shall be amended to include the following statement:

The Review Committee shall have the sole discretion to waive, modify or amend any requirement of the DECLARATION OF RESTRICTIONS for High Prairie Pointe, on a case by case basis.