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**AMENDED AND RESTATED  
DECLARATION OF PRAIRIE BROOK VILLAS**

THIS DECLARATION is made as of the 31<sup>st</sup> day of MARCH, 2016, by the undersigned members of Prairie Brook Villas Homeowners Association, Inc.

**RECITALS:**

A. Hidden Creek, L.L.C., a Kansas limited liability company ("Developer"), executed a DECLARATION OF PRAIRIE BROOK (the "Original Declaration") as of the day of May, 2005, filed for record on December 23, 2005 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200512 at Page 008559 concerning the following described real property:

Lots 1-62 inclusive and Tracts A-E inclusive of Hidden Creek First Plat, a subdivision in the City Olathe, Kansas filed for record on June 20th, 2005 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200506 at Page 008935, and Lots 63 and 64 of Hidden Creek Second Plat, a subdivision in the City of Olathe, Kansas filed for record on September 12th, 2005 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200509 at Page 003897.

B. Hidden Creek First Plat has been re-platted as Lots 4-62 inclusive and Tracts A - F of Prairie Brook, First Plat, a subdivision in the City of Olathe, Kansas, filed for record on February 17th, 2006 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200602 at Page 005270. Lots 63 and 64 of Hidden Creek Second Plat have been re-platted as Lots 63 and 64 of Prairie Brook, Second Plat, a subdivision in the City of Olathe, Kansas filed for record on February 17th, 2006 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200602 at Page 005271. (the foregoing is hereafter described as the "Neighborhood").

C. Developer executed a SUPPLEMENTAL DECLARATION OF PRAIRIE BROOK (the "Supplemental Declaration") dated as of the 18<sup>th</sup> day of July 2008, filed for record on July 22, 2008 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200807 at Page 005976 concerning the following described property referred to herein as the "Villas":

Lots 1 — 29 inclusive and Tracts A —D inclusive of Prairie Brook Villas, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, filed for record on, July 2nd, 2007 in the Office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200707 at Page 000095.

D. Developer executed a SUPPLEMENTAL DECLARATION OF PRAIRIE BROOK (the "Supplemental Declaration") dated as of the 29<sup>th</sup> day of March 2013, filed for record on April 4, 2013 in the office of the Register of Deeds of Johnson County, Kansas and recorded in Book 201304 at Page 002246 concerning the following described property referred to herein as the "Villas":

Lots 30-40 inclusive and Tracts A-C inclusive of the FINAL PLAT OF PRAIRIE BROOK VILLAS, THIRD PLAT (PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 9 AND PART OF THE S.E. ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 23 EAST, IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS), as recorded March 13, 2013 in Book 201303, at Page 005097 as Document No. T20130019263, in the office of the Register of Deeds of Johnson County, Kansas.

E. Article 10 of the Original Declaration permits members of the Association to make changes in the Neighborhood.

F. Developer developed the Villas as an attached single-family residential development.

G. Developer created a community association, the members of which are the owners of individual lots within the Villas, for the purposes of maintaining the appearance and quality of certain features of residences lying within the Villas, providing certain services to the lot owners and for the other purposes herein set forth.

H. Developer established easements, covenants, conditions, restrictions and obligations upon the Villas, all for the purpose of enhancing and preserving the value, desirability and attractiveness of the Villas.

I. Prairie Homes, Inc., a Kansas corporation, was the owner of and entered into the Declaration for the purpose of subjecting the following Lots to the terms and conditions of the original Declaration:

Lots 18, 27 and 29 of Prairie Brook Villas, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.

J. Dakota, Inc., a Kansas corporation, was the owner of and entered into the original Declaration for the purpose of subjecting the following Lots to the terms and conditions of this Declaration:

Lots 23, 25 and 28 of Prairie Brook Villas, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof

WHEREAS, Section 7 of Article I of the By-Laws of the Prairie Brook Villas Homeowners Association, Inc. (the "Villas Association") provides that the Developer could file and execute a Certificate of Substantial Completion stating that substantially all of the Lots in the Villas Neighborhood have been sold by the Developer and the residences constructed thereon are substantially complete; and

WHEREAS, Section 2.7 of the Villas Declaration provides that the Developer has absolute and exclusive control of the Villas Association until the Turnover Date; and

WHEREAS, the "Turnover Date" as defined in Section 2.7 of the Villas Declaration and Section 13 of Article I of the By-Laws of the Villas has occurred as of August 19, 2015, and the Developer shall cause this Certificate to be executed and recorded; and

WHEREAS, pursuant to Article 13, Section 1 of the Declaration, the Declaration may be amended at any time by the affirmative vote of Members representing two-thirds of all Members of the Association entitled to vote at a meeting of Members; and

WHEREAS, a majority of the Board of Directors has proposed to amend and restate the Declaration in order to incorporate revisions to the state laws governing homeowners associations, to update the method of community governance, and to establish a flexible and reasonable procedure to govern owners of residential units, among other things; and

WHEREAS, two-thirds of the total Members in the Association voted to amend the Declaration by adopting the Amended and Restated Declaration for Prairie Brook Villas ("Amended and Restated Declaration") as attached hereto;

NOW, THEREFORE, the Declaration is hereby amended by striking it and all amendments and exhibits thereto in their entirety and substituting in its place the Amended and Restated Declaration attached hereto.

IN WITNESS WHEREOF, the undersigned officers of Prairie Brook Villas Homeowners Association hereby certify that this Amendment has received the requisite approval pursuant to Section 13.1 of the Declaration this 31 day of MARCH, 2016.

PRAIRIE BROOK VILLAS HOMEOWNERS  
ASSOCIATION, INC., a Kansas not-for-profit  
corporation

By: John O'Brien  
Name: JOHN O B R I E N  
Its: President

By: William D Mann  
Name: WILLIAM D MANN  
Its: Secretary

NOW, THEREFORE, the undersigned members hereby declare that all property within the Villas is and at all times shall hereafter be held, transferred, sold, conveyed, mortgaged, leased, occupied and used subject to the covenants, conditions, restrictions, assessments, liens, easements, privileges, rights and other provisions hereinafter set forth, all of which shall run with the land and be binding upon all property within the Villas and all parties having or acquiring any right, title or interest in or to any property within the Villas, and shall inure to the benefit of and be a burden upon each owner of land within the Villas.

### **ARTICLE 1** **DEFINITIONS**

The following terms as used in this Declaration shall have the meanings set forth below unless the context clearly requires otherwise:

1.1 **Assessable Lot**" means each Lot owned by a person or persons or entity or entities other than Developer or which becomes assessable in accordance with Section 3.4.4 herein.

1.2 **"Assessment"** shall mean any annual assessment, special assessment, maintenance assessment or installment thereof, which is levied on Lots by the Association in accordance herewith. "Annual Assessment" means the sum attributable to each unit and due to the Association pursuant to the budget adopted pursuant to Kansas Statutes Annotated 58-4620.

1.3 **"Association"** means the Prairie Brook Villas Homeowners Association, Inc., a Kansas not-for-profit corporation organized as herein provided.

1.4 **"Association Services"** means the services that the Association shall have the duty to do or cause to be done as set forth in Section 2.4.2.

1.5 **"Board"** shall mean the Board of Directors of the Prairie Brook Villas Homeowners Association.

1.6 **"City"** means the City of Olathe, Kansas.

1.7 **"Common Facilities"** means all land designated by Developer for the general use, benefit or enjoyment of all owners, tenants and occupants as provided in the Original Declaration and the Supplemental Declaration.

1.8 **"Declaration"** means this Declaration of Prairie Brook, as it may be amended or supplemented from time to time.

1.9 "**Developer**" shall mean Hidden Creek, L.L.C., a Kansas limited liability company, its successors and assigns.

1.10 "**Lot**" means each separate lot within the Villas as shown on the plat. A lot may be split by certificate of survey or other means of legally creating a split of the platted Lots within the Villas, into two separate Lots, on which one side of a duplex has been, or will be constructed. If a Building has been constructed composed of two (2) sides, each side shall be considered a separate Assessable Lot.

1.11 "**Owner**" means each person or persons and/or entity or entities who may from time to time own fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

1.12 "**Original Declaration**" means the Original Declaration described in the recitals, and shall include the Supplemental Declaration also described in the recitals, and as may be supplemented or amended from time to time.

1.13 "**Plat**" means, collectively, all subdivision plats of land within the Villas, as approved by the City and recorded with the Register of Deeds, as the same may be amended from time to time.

1.14 "**Register of Deeds**" means the Register of Deeds of Johnson County, Kansas.

1.15 "**Residence**" means a building or that portion of a building which has been subdivided (together with related improvements) which is designated and used exclusively for single-family residential purpose located on any Lot in the Villas.

1.16 "**Shared Facilities**" means driveways, party walls, utility lines and roofs that are shared between Owners that share a common attached building.

1.17 "**Villas Neighborhood**" means Lots 1-29 inclusive and tracts A-D inclusive of Prairie Brook Villas, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, filed for record on July 2, 2007 in the Office of the Register of Deeds of Johnson County, Kansas and recorded in Book 200707 at Page 000095. Lots 30-40 inclusive and tracts A-C inclusive of the Final plat of Prairie Brook Villas, Third Plat (Part of the Southwest One-Quarter of Section 9 and part of the Southeast One-Quarter of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, as recorded March 13, 2013 in Book 201303, at Page 005097 as Document No. T20130019263, in the Office of the Register of Deeds of Johnson County, Kansas, means all the area of land lying within the Plat.

## **ARTICLE 2** **ASSOCIATION**

2.1 **PURPOSE OF ASSOCIATION.** The Association shall protect, maintain, improve, operate and administer the Villas (including the Association Services), including taking necessary action to levy and collect the assessments herein provided for, paying expenses and losses and doing such other things as are provided or contemplated in this Declaration and the Association's Articles of Incorporation and Bylaws. The Association shall not be deemed to



be conducting a business of any kind, and shall hold and apply all funds it receives for the benefit of the Villas in accordance with the provisions of this Declaration and the Association's Articles of Incorporation and Bylaws. This Declaration is intended to permit and provide for the creation of a separate neighborhood association of single family attached residences, the owners of which for all purposes shall be treated as Owners of the Neighborhood as described in the Original Declaration and the Supplemental Declaration, but shall permit such Owners of the Villas to provide for maintenance and regulation of their Residences for matters that are unique to the Villas. Design Standards were promulgated by the Developer that are unique to the Prairie Brook Villas but shall be administered in accordance with the Original Declaration. All Common Facilities shown on the plat for Prairie Brook Villas shall be governed by the Original Declaration.

## 2.2 MEMBERSHIP IN ASSOCIATION.

2.2.1 Each other Owner shall, upon acquisition of fee simple title to any Lot, automatically become a member of the Association. Each Owner shall be entitled to one (1) Association membership and shall have one (1) vote in the Association for each Lot in which the Owner holds the interest required for membership and upon which the member shall not be delinquent in the payment of Assessments. Each Owner shall give notice to the Association of the name and address of the individual who will hold the Association membership for such Owner. If an Owner is comprised of more than one person and/or entity, they shall designate one of their number to hold the Association membership, and each member must be (1) an individual who is an Owner, or (2) if the Owner is or includes a partnership, an individual who is a partner, or (3) if the Owner is or includes a corporation, an officer of the corporation, or (4) if the Owner is or includes a trust, an individual who is a trustee or beneficiary of the trust, or (5) if the Owner is or includes a limited liability company or an association, an individual who is a member or manager of the limited liability company or association.

2.2.2 A membership in the Association shall not be transferred, pledged or alienated in any way by any Owner except as expressly provided in this Declaration. Subject to the provisions of this Article 2.2, membership in the Association shall automatically be transferred to the new Owner upon the transfer of fee simple title to the Lot to which the membership appertains, whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot; however, the Association shall not be responsible for providing notices to the new member under this Declaration until notice of the transfer and of the name and address of the new member has been given to the Association.

2.2.3 Notwithstanding the foregoing provisions of Article 2.2, if an Owner has granted an irrevocable proxy or otherwise pledged the voting rights appurtenant to such Owner's membership in the Association to a mortgagee as additional security, the votes of such mortgagee shall be recognized if a copy of the proxy or other instrument pledging such voting right has been provided, the Association shall recognize the rights of the mortgagee under the instrument first provided.

2.2.4 Owners are also member of the Prairie Brook Homeowners Association, Inc. and the rights and obligations hereunder are independent of the obligations of the Owners as set forth in the Original Declaration concerning Prairie Brook Homeowners Association, Inc.

## 2.3 INDEMNIFICATION.

2.3.1 To the fullest extent permitted by law, the Association shall indemnify each officer and director of the Association, each member of the Design Review Committee (hereinafter defined) (each, an "**Indemnified Party**") against all expenses and liabilities (including attorneys' fees) reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity, provided the Indemnified Party did not act, fail to act or refuse to act willfully, in a grossly negligent manner or with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

2.3.2 To the fullest extent permitted by law, any officer or director of the Association nor any member of the Design Review Committee shall be liable to any Owner or any Association member or anyone claiming by, through or under any Owner or Association member for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith and which such officer, director or Design Review Committee member reasonably believed to be within the scope of his, her or its duties.

2.4 **POWERS AND DUTIES OF THE ASSOCIATION.** The Association shall have the powers and duties set forth in its Articles of Incorporation and Bylaws, provided such powers and duties are not inconsistent with the provisions of this Declaration. In addition to and not in limitation of the powers and duties of the Association provided in its Articles of Incorporation and Bylaws, the Association shall have the following powers and duties:

2.4.1 **DISCRETIONARY POWERS.** The Association shall have and does hereby reserve the right, power and authority, in its discretion, to do any of the following, which it may exercise or perform whenever, in its discretion, it may deem necessary or desirable:

(a) Acquire and own title to or acquire by lease such real property as may be reasonably necessary in order to carry out the purposes of the Association.

(b) Provide for the design, construction, installation, maintenance, replacement, protection and operation of any improvements the Association may deem advisable and are provided in connection with the Association Services which are intended for the use, benefit or enjoyment of Owners in the Villas.

(c) Install, maintain and use, or authorize the installation, maintenance and use of sanitary and storm sewers, storm drains, gas and water pipelines, underground electric, cable television and telephone conduits and related appurtenances, and grant permits, licenses, easements or right-of-ways for such public and private utilities, roadways or other purposes over, under, upon and through all easements and rights-of-way shown on any recorded plat of the Villas as may be reasonably necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Villas or any part thereof or the preservation of

the health, safety, convenience and welfare of the Owners. All utility easements and rights-of-way shall inure to the benefit of all utility companies, including, without limitation, the City of Olathe Sewer District, for purposes of installing, maintaining or moving any utility lines or services, and shall inure to the benefit of all Owners and the Association as a cross easement for utility line or service maintenance.

(d) Clean streets, gutters, catch basins, sidewalks, storm sewers, irrigation and drainage facilities, including, without limitation, any such facilities or improvements located within public right-of-ways which serve the Villas.

(e) Provide snow removal for driveways and front yard private sidewalks (but not porches or patios) located on the Lots and public sidewalks located within street right-of-ways shown on the Plat.

(f) Erect and maintain signs for purposes of identification, traffic control and public safety.

(g) Employ duly qualified security officers to provide protection for the Villas or any part thereof.

(h) Obtain and maintain comprehensive liability insurance with respect to the Association Services covering all claims for personal injury and/or property damage; and/or adequate fidelity coverage to protect against dishonest acts by officers, directors and employees of the Association and all others who handle or are responsible for handling funds of the Association, all in such forms and amounts and with such insurance companies as the Association may deem appropriate, naming as insureds the Association and its agents and employees, each director of the Association, any management company under any management contract with respect to the Association Services and its agents and employees, and any other persons or entities designated by the Association in its discretion.

(i) Borrow money in such amounts, at such rates of interest, upon such terms and security and for such periods of time as the Association may deem necessary or appropriate, in its sole discretion.

(j) Establish reserve accounts for repair and maintenance in connection with the obligations to provide Association Services and to periodically review the adequacy thereof, and maintain such reserve funds in interest-bearing accounts until expended for the benefit of the Association.

(k) Adopt and enforce reasonable rules, regulations and restrictions which shall govern the Association Services and use of Lots; preserve or enhance the quality or appearance of the Villas, or the safety, convenience, benefit and enjoyment of the users thereof; or otherwise to promote the interests of Owners, tenants and occupants of land within the Villas; and revoke, amend or supplement such rules, regulations and restrictions at any time and from time to time.

(l) Obtain an injunction to prevent the breach of, or to enforce the observance of, and/or sue for damages as a result of the violation of, either in its



own name or in the name of any Owner, any and all terms, provisions, covenants, conditions, restrictions, licenses and easements imposed upon the land in the Villas by this Declaration, provided that failure to do so at the time of violation shall in no event be deemed to be a waiver of the right to do so thereafter. To the extent permitted by law, the party against whom such enforcement or damages are sought shall pay all costs and expenses (including reasonable attorneys' fees) of the Association with respect to any such action or proceeding, and the Lot owned by such Owner may be subject to a lien for payment. Any such costs and expenses not paid by such party shall be paid out of the general fund of the Association herein provided for. Nothing herein shall be deemed to prevent any Owner having the right to do so from enforcing, in such Owner's own name, any of the terms, provisions, covenants, conditions, restrictions and easements established by this Declaration, nor shall any Owner have any liability for the failure to do so.

(m) If any vacant or unimproved Lot is not maintained by the Owner thereof, mow, care for, maintain and remove loose material, trash and rubbish from such Lot and do anything else the Association deems necessary or desirable to keep such Lot neat in appearance and in good order.

(n) Exercise any other powers elsewhere provided to the Association in this Declaration.

**2.4.2 DUTIES.** The Association shall have the duty to do or cause to be done the following:

(a) Levy and collect the assessments and charges provided for in this Declaration.

(b) Provide lawn care, consisting of mowing, mulching of shrubbery beds, edging, fertilizing and weed and pest control of grass areas on all Lots, and shall trim trees and shrubs on the Lots, but such services shall not include the replanting or reseedling of sod or grass, the replacement of trees, other care of bushes, shrubbery, gardens or flowers, or the care of any areas which have been enclosed by an Owner with fencing or hedging or have otherwise been made inaccessible. The Association shall have no responsibility to (i) maintain any landscaping not installed in accordance with the "Final Development Plan" approved by the City of Olathe for the Lot or (ii) provide watering of grass and other landscaping on the Lots, which shall be furnished by the Owners and/or residents pursuant to rules, regulations and procedures adopted from time to time by the Board of Directors. The Association shall not be required to provide such landscaping maintenance services to a Lot that is totally or partially obstructed with temporary or permanent improvements, personal property or other obstructions that make it difficult or impractical for the Association, its agents or contractors to furnish such services, and in such case the Owner of any such Lot shall be obligated to provide similar services for the care and maintenance of such Owner's Lot at such Owner's sole cost and expense. Lawn irrigation systems are required for all Lots and adjacent street rights-of-way and shall be built and operated to maintain lawns in an attractive and healthy condition.

(c) Provide and pay for the costs of spring start-up, control and winterization of individual Lot lawn sprinkler systems to water all grass on the Lots. The repair, operation, maintenance, water cost of individual Lot Owner's lawn sprinkler systems shall be the responsibility of the individual Lot Owners. The Association may in its discretion undertake to repair any Lot Owner's lawn sprinkler system whom fails to do so and bill the individual Lot Owner.

(d) Evaluate the condition of the exterior paint of each unit, including both sides of the double units, every five (5) years. In its sole discretion, the Homes Association shall at its own cost, be responsible to paint each unit, including both sides of the double units, whenever it deems appropriate. Each building will be painted one color selection, including both sides of each double unit. The exterior color selection shall be the same as the original color or an alternate color requested by both of the affected Owners, which is among color choices specifically approved for the Villas by the Design Review Committee.

(e) Provide for the painting and caulking of the exterior surfaces of the Owner's Unit, excluding exterior doors, garage doors and gutters. The Association shall have no responsibility for the maintenance, repair and replacement of siding, trim, roofs, chimneys, exterior doors, garage doors, windows and window systems (including skylights), exterior lights and fixtures, fences, driveways and service walks, decks and patios, any improvements, additions or betterments added by Owner, subsurface structures including, but not limited to, foundation walls and floors, window wells, drain tile, and utility lines and pipes, etc., all interior areas of the Unit (i.e., beginning from the back surface of the roof decking, siding or brick veneer inward towards the living space), sill cocks, and ejection (sump) discharge pipes.

(f) Exclusively manage and control the provision of Association Services, including exercise of control over such easements, leases, licenses, usage rights and other rights and property as the Association may acquire from time to time.

(g) Keep true and correct records of account in accordance with generally accepted accounting principles, and have available for inspection by any Owner, at reasonable times during regular business hours, books which specify in reasonable detail all expenses incurred and funds accumulated from assessments or otherwise.

(h) Upon reasonable request and during reasonable business hours, make available for inspection by any Owner or Association member of the books, records and financial statements of the Association, together with current copies, as amended from time to time, of this Declaration, the Articles of Incorporation and Bylaws of the Association and the Design Standards (hereinafter defined).

(i) Perform any other duties required of the Association as provided elsewhere in this Declaration.

**2.5 MANAGING AGENT; CONTRACTS AND SERVICES.** Any powers, rights and duties of the Association may be delegated to a managing agent under a management

contract; provided that no such delegation shall relieve the Association from its obligations to perform any such delegated duty. Any contract entered into by the Association for professional management or other services shall not exceed a term of three years, which term may be renewed by agreement of the parties for successive one-year periods, and any such contract shall permit termination by either party upon 30 days' notice with or without cause and without payment of any termination fee. The Association shall also have the right, in its discretion, to enter into such contracts and transactions with others as the Association may deem necessary or desirable for the purposes herein set forth, and shall have the right to engage and dismiss such agents and employees as will enable the Association to adequately and properly carry out the provisions of this Declaration and the Association's Articles of Incorporation and Bylaws.

### **ARTICLE 3** **ASSESSMENTS**

**3.1 CREATION OF LIEN AND PERSONAL OBLIGATION.** Each Owner of an Assessable Lot, by acceptance of the deed or other conveyance thereof or interest therein, is deemed to covenant and agree to pay all Assessments provided for in this Declaration. Each Assessment, together with interest thereon as hereinafter provided, filing fees, attorneys' fees, court costs and other costs of collection thereof (such interest and all of such fees and costs being herein sometimes collectively called "Costs") shall be a continuing lien upon the Assessable Lot against which such Assessment is made, which lien shall be enforceable as provided in Article 3.9. Each Assessment, together with Costs relating thereto, shall also be the personal obligation of the Owner of the Assessable Lot against which the Assessment is made. Such personal obligation shall not pass to an Owner's successor unless expressly assumed by the successor. If an Owner consists of more than one person and/or entity, the obligations of the Owner for the payment of such Assessments and Costs shall be joint and several.

**3.2 PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used to provide funds to enable the Association to exercise the powers and perform the duties herein set forth, including (by way of example only and not by way of limitation): (a) the costs of construction, installation, maintenance, management, operation, repair and replacement of all facilities necessary to provide the Association Services; (b) the costs of management and administration of the Association, such as compensation paid by the Association to managers, accountants, attorneys, other professionals and employees; (c) the costs of utilities (including water, electricity, gas, sewer and trash removal services provided directly to the Association and not individually metered or billed by the service providers directly to the Lots) and other services provided by the Association which generally benefit and enhance the value and desirability of the Villas; (d) the costs of any insurance maintained by the Association; (e) reasonable reserves for major items, contingencies, replacements and other proper purposes as deemed appropriate by the Association; (f) the costs of bonding any persons handling funds of the Association; (g) taxes, assessments and other governmental impositions paid by the Association; and (h) the costs of any other items or services to be provided or performed by the Association as set forth in this Declaration or in the Association's Articles of Incorporation or Bylaws, or in furtherance of the purposes of the Association.

**3.3 METHOD OF ALLOCATION.** The Board of Directors shall propose and adopt a budget for the Association at least annually. Notice of any meeting at which a budget will be considered shall be given to unit owners at least ten (10) days prior to the meeting date and, in accordance with subsection (g) of Kansas Statutes Annotated 58-4612,

and amendments thereto, a copy of the proposal shall be available to any unit owner who requests it. At any meeting at which the budget or budget amendment is considered, in accordance with subsection (d) of Kansas Statutes Annotated 58-4612, and amendments thereto, unit owners shall be given a reasonable opportunity to comment on the proposal prior to the Board taking action. The total amount of each annual Assessment and each special Assessment levied by the Association shall be divided equally among all of the Assessable Lots included within the Villas at the time such Assessment is levied. Each Assessable Lot shall be subject to assessment in accordance with the method provided above, regardless of whether any two or more Assessable Lots have been combined into a single Lot as permitted by Article 1.10 hereof.

### 3.4 ANNUAL ASSESSMENTS.

3.4.1 Each Assessable Lot shall be subject to an annual Assessment which may be levied by the Association from year to year and shall be paid to the Association annually in advance by the Owner of such Assessable Lot. If the amount collected from annual Assessments for any year exceeds the Association's costs and expenses for such year, such excess shall be taken into consideration in preparing the budget and determining the annual Assessment to be levied for the following year. If the amount collected from annual Assessments for any year is inadequate to meet the Association's actual or projected costs and expenses for such year, special Assessments may be levied at any one or more times during such year as provided in Article 3.5. A portion of the annual Assessments for each year may be allocated to reserves to provide required funds for repair or replacement of major items and for other contingencies and proper purposes. The responsibility of the Association shall be only to provide for such reserves as the Association in good faith deems reasonable, and the Association shall not have any liability to any Owner or member of the Association if such reserves are inadequate.

3.4.2 Each Lot shall be subject to an "Initiation Assessment" in the amount of **One Hundred Fifty Dollars** which shall be due and payable on (a) the date fee simple title to such Assessable Lot is transferred from a Builder to a subsequent purchaser and (b) on the date fee simple title to such Assessable Lot is transferred to any subsequent purchaser. Initiation Assessments shall be applied initially to reserve accounts.

3.4.3 The annual Assessment upon each Lot shall not be increased by action of the Board by an amount exceeding 20% of the preceding year's annual Assessment, unless such increase is authorized by 50% of the votes of Owners in the Villas.

3.4.4 The annual Assessment with respect to each Assessable Lot shall be due as of January first of such year.

3.4.5 Failure of the Association to levy an annual Assessment prior to January first of any year shall not invalidate any such Assessment subsequently levied for that particular year, nor shall failure of the Association to levy an annual Assessment for any one year in any way affect the right of the Association to do so for any subsequent year.

3.5 **SPECIAL ASSESSMENTS.** The Association may at any time or times during any year, if necessary in its discretion to enable the Association to carry out the purposes herein set forth, levy against any, or each and every Assessable Lot, a special Assessment over and



above the annual Assessment for such year authorized by Article 3.4. Notice and consideration of any proposed special Assessment shall follow the procedures set out in Article 3.3. Special Assessments may be levied by the Association only if two-thirds of the votes cast by Owners shall be in favor of such special Assessments. The special Assessment shall become effective immediately in accordance with the terms of the vote. Notice of special Assessments shall be provided promptly to all unit Owners, and the Board of Directors shall spend the funds paid on account of the special Assessment only for the purposes described in the vote.

3.6 **NOTICE.** The Association shall give at least 30 days' advance notice to each Owner of an Assessable Lot whose address is then listed with the Association of the amount of any Assessment for such Assessable Lot and the date on which such Assessment is due.

3.7 **NO WAIVER OF OFFSET.** No Owner of an Assessable Lot shall be exempt from payment of the Assessments and costs imposed under this Declaration by waiver of the use or enjoyment of the Association Services or by nonuse thereof or by abandonment of such Owner's Assessable Lot. All Assessments shall be payable in the amounts specified in the notices thereof given by the Association, and there shall be no offsets against such amounts for any reason.

### 3.8 **DELINQUENCY; ENFORCEMENT OF LIENS.**

3.8.1 If any Owner of an Assessable Lot fails to pay any Assessment on or before the 30th day following the date on which such Assessment is due, then such Assessment shall bear interest from the due date until paid at the highest rate allowable under Kansas law.

3.8.2 Each Assessment shall become delinquent on the 30th day after the date on which such Assessment is due, and payment of the Assessment and Costs (including interest) may then be enforced as a lien on such Assessable Lot in proceedings in any court in Johnson County, Kansas having jurisdiction of suits for the enforcement of such liens. The Association may, whenever any Assessment is delinquent, file a certificate of nonpayment of Assessments with the Register of Deeds, and for each certificate so filed, the Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$100.00 plus the costs of recording such certificate, which fee shall be part of the Costs included in the lien.

3.8.3 Such liens shall continue for the maximum amount allowed by law, and no longer, unless, within such time, suit shall have been instituted for the collection of the Assessment, in which case the lien shall continue until the termination of the suit or until the sale of the Lot under execution of the judgment therein.

3.8.4 Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any redemption, homestead or exemption laws of the State of Kansas now or hereafter in effect.

3.8.5 Any lien which arises against any Assessable Lot by reason of the failure or refusal of an Owner to make timely payment of any Assessment shall be subordinate to the lien of a prior recorded first mortgage on such Assessable Lot acquired in good faith and for value securing the payment of a loan made by a bank, savings and loan association or

other institutional lender ("**First Mortgage**"), except for any unpaid Assessments and Costs which accrue from and after the date on which the holder of such First Mortgage ("**First Mortgage**") (a) comes into possession of the Assessable Lot, or (b) acquires title to the Assessable Lot, whichever occurs first. If any lien for any unpaid Assessments and Costs which accrued prior to the date a First Mortgagee comes into possession of or acquires title to the Assessable Lot has not been extinguished by the process whereby the First Mortgagee came into possession or acquired title, the First Mortgagee shall not be liable for such unpaid Assessments or Costs arising or accruing prior to such date and, upon request by the First Mortgagee to the Association, the Association shall release such lien of record; provided, however, that (a) any unpaid Assessments and Costs which are so extinguished shall continue to be the personal obligation of the delinquent Owner, and the Association may seek to collect them from such Owner even after such Owner is no longer the Owner of the Lot or a member of the Association; and (b) if the Owner against whom the original Assessment was made is the purchaser of or redeems the Assessable Lot, the lien shall continue in effect and may be enforced for the Assessments and Costs which were due prior to the final conclusion of any such foreclosure or equivalent proceeding. Any such unpaid Assessments and Costs which are not collected within a reasonable time may be reallocated by the Association among all other Owners of Assessable Lots, irrespective of whether collection proceedings have been commenced or are then pending against the defaulting Owner.

3.9 **CERTIFICATE OF NONPAYMENT.** Upon request, any party acquiring title to or any interest in an Assessable Lot shall be entitled to a certificate from the Association setting forth the amount due for unpaid Assessments and Costs pertaining to such Assessable Lots, if any, and such party shall not be liable for, nor shall any lien attach to the Assessable Lot in excess of, the amount set forth in the certificate, except for Assessments and Costs which arise or accrue after the date of the certificate.

3.10 **PLEDGE OF ASSESSMENT RIGHTS AS SECURITY.** The Association may pledge the right to exercise its assessment powers as security for any obligation of the Association; provided, however, that any such pledge shall require the prior affirmative vote of a majority of all members of the Association.

#### **ARTICLE 4** **EASEMENTS AND LICENSES**

##### **4.1 RESERVATION BY DEVELOPER; GRANT TO ASSOCIATION**

4.1.1 Developer hereby reserves to itself and its successors and assigns, and grants to the Association, the right, privilege and easement to enter upon any Lots to the extent necessary for the purposes of (a) constructing, maintaining, relocating, repairing and replacing improvements in connection with providing the Association Services which the Association reasonably believes is necessary to perform its duties hereunder; (b) planting, replanting, maintaining and replacing grass and landscaping on the Lots; and (c) doing all other things which the Association shall be obligated to do as set forth in this Declaration or shall deem desirable for the neat and attractive appearance of the Lots.

4.1.2 The foregoing rights, privileges and easements of Developer automatically terminate as of the Turnover Date. The foregoing rights, privileges and easements of the Association shall be perpetual and shall survive termination of this Declaration. The rights granted to the Association herein shall not be affected or impaired by the Association's failure to be formed as of the date of the filing of this Declaration, but said rights shall pass upon the date of such formation.

#### **4.2 USE OF SHARED FACILITIES; GRANT TO OWNERS.**

4.2.1 The Association and its members hereby grant to each Owner the non-exclusive, perpetual right, privilege and easement to use and enjoy the Shared Facilities for the respective purposes for which the Shared Facilities are constructed, designed and intended, subject to all of the provisions of this Declaration, the provisions of the Association's Articles of Incorporation and Bylaws, any reasonable rules and regulations of general application within the Villas which the Association may adopt from time to time, and the rights of any governmental authority or utility therein or thereto, which right, privilege and easement shall be appurtenant to and shall automatically pass with the title to each Lot and shall survive the termination of this Declaration. Such right shall include a blanket easement upon, across, over and under all Lots for ingress and egress to the Lots, for the benefit of the Owner or Owners, and their invitees for ingress and egress, and to the extent reasonably necessary for the installation, replacement, repair and maintenance of utilities and irrigation systems, including, but not limited to, water, sewer, telephone, electricity, and gas, and making necessary repairs to any Shared Facility and to the irrigation systems. In the event that any party exercises such right of easement such party shall do so respecting the rights of the adjacent Owner and shall repair any and all damage cause by or during the exercise of such right.

4.2.2 All Owners shall maintain and repair the Shared Facilities on their own respective Lot in good condition and reasonably cooperate with any adjacent building Owner for the preservation, repair, maintenance and replacement of any Shared Facility. No Owner shall block or impair the use of any portion of a shared drive so as to restrict the access to the adjacent Owner's drive or Residence. Either the Association or the adjacent Owner may compel the obligations of an Owner under this Section 4.2.2 and 4.2.3 below through legal action.

4.2.3 The Shared Facilities which were built as a part of the original construction within the contiguous building and placed on or cross over the dividing line between the buildings shall constitute Shared Facilities, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and joint driveways, common sewers and utility lines and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of the Shared Facilities shall be shared by the Owners who make use of the of such Shared Facilities in proportion to such use. Each Owner shall at all times maintain insurance in adequate amounts to repair and or replace part or all of a building and roof if damaged or destroyed by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other



provision of this Article, an Owner, who his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this appurtenant shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of the destruction of all or part of a building, all of the insurance proceeds shall be held in trust for the sole purpose of repairing and restoring such building.

4.3 **LICENSE TO ENTER.** During the term of this Declaration and thereafter as long as any of the easements created by this Declaration survive, the Association and each Owner and their respective members, partners, officers, employees, agents and contractors shall have a temporary license to enter upon and use such portions of any Lot as may be reasonably necessary to permit the Owner or the Association to exercise or perform all or any of the rights, powers and obligations reserved, given to or imposed upon the Owner or the Association by the provisions of this Declaration.

4.4 **PERFORMANCE OF WORK; INDEMNIFICATION.** The Association and each Owner, in entering upon any Lot in the exercise of the rights, privileges and easements granted to them by this Article 4, shall (a) perform all work with due diligence; (b) take all safety measures reasonably required to protect persons and property; (c) perform the work so as to avoid, to the extent practical, interference with the use or quiet enjoyment of the Lot; (d) after the work is completed, restore the Lot to the condition existing prior to the work (to the extent consistent with the performance of such work); and (e) indemnify and hold harmless the Owner of the Lot from and against all claims for bodily injury or property damage which may be asserted against such Owner by reason of the exercise of rights by the Developer, other Owner or the Association under this Article 4.

## **ARTICLE 5**

### **OWNERS' INSURANCE; DAMAGE TO IMPROVEMENTS**

5.1 **OWNERS' INSURANCE.** Each Owner shall obtain and maintain property insurance insuring all improvements on such Owner's Lot against loss by fire and such other perils as are covered by a standard fire insurance policy with a so-called "extended coverage" endorsement, and such personal liability and other insurance as such Owner desires, the premiums for which shall be paid by such Owner.

5.2 **DAMAGE TO IMPROVEMENTS.** If improvements on a Lot are damaged or destroyed by casualty or other cause, such improvements shall be repaired and restored with due diligence and any insurance proceeds shall be applied to restoration or repair; provided, however, that the Owner may elect not to restore or repair if (a) the improvements are subject to a First Mortgage and the First Mortgage requires, because restoration or repair is not economically feasible or because the security of the First Mortgage is threatened, that insurance proceeds be applied to sums secured by the First Mortgage; or (b) the Association and the Owner of an attached building consents to Owner's election not to restore or repair. Should an Owner elect not to restore or repair as permitted by the preceding sentence, the Owner shall at its sole expense demolish the damaged improvements (including foundations), clear away all debris, restore any Shared Facilities that serve the adjacent Owner, close and restore the exterior of any remaining party wall with final finish materials in a fashion so that the adjacent Owner is not dependent upon the future maintenance of the party wall by the Owner and take all other action (including filling to grade, sodding and landscaping) required so that the area formerly occupied by the



demolished improvements shall be neat and attractive in appearance and compatible with a high quality residential development.

**ARTICLE 6**  
**ADDITIONAL COVERAGE**

6.1 **MAINTENANCE BY OWNERS.** Except as otherwise expressly provided in this Declaration, each Owner, at such Owner's expense shall provide and be responsible for all maintenance, repairs, replacements and approved construction on such Owner's Lot, except to the extent that Association Services are provided.

6.2 **TAXES AND OTHER ENCUMBRANCES.** Each Owner shall promptly pay, before delinquency, all taxes, assessments, liens, encumbrances or charges of every kind levied against or imposed upon such Owner or such Owner's Lot which may, as a matter of law, be or become a lien on any part of the Common Facilities which lien is prior to the easements granted and reserved in this Declaration. In the event of a breach of this covenant, the Association shall have, in addition to all other rights or remedies, the right (but not the obligation) to obtain the discharge of any such lien by payment or otherwise, and collect from such Owner all costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

**ARTICLE 7**  
**DESIGN CONTROL**

7.1 **DESIGN REVIEW COMMITTEE.** The Design Review Committee, meetings, the approval process, Design Standards and Considerations, processes, appeals and related requirements, shall be governed by the Original Declaration.

7.2 **SPECIFIC DESIGN STANDARDS.** Specific Design Standards that apply to the Villas are set forth in Exhibit A attached hereto.

**ARTICLE 8**  
**USE AND OCCUPANCY RESTRICTIONS**

8.1 **APPLICATION OF ORIGINAL DECLARATION.** Lots and Owners shall be subject to the use and occupancy restrictions set forth in the Original Declaration.

**ARTICLE 9**  
**MORTGAGES**

9.1 **DEFAULTS.** Notwithstanding anything in this Declaration to the contrary, no breach or default of any term, provision, covenant, condition, restriction or easement contained in this Declaration shall defeat or adversely affect the lien of any mortgage on any property in the Villas; however, except as herein specifically provided otherwise, each and all of said terms, provisions, covenants, conditions, restrictions and easements shall be binding upon and effective against any Owner who acquires its title or interest by foreclosure, deed in lieu of foreclosure or the exercise of any other right or remedy under a mortgage, including the obligation to pay all Assessments and Costs arising or accruing thereafter, in the same manner as any other Owner. An Owner who leases his Lot to another party shall be responsible for

assuring compliance by the tenant with all of the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws and the rules and regulations adopted by the Association, all as amended and supplemented from time to time, and such Owner shall be jointly and severally responsible with the tenant for any violation by the tenant.

9.2 **ENFORCEMENT AFTER FORECLOSURE SALE.** Without limiting any other rights or remedies herein provided or otherwise available at law or equity, an action to abate any default or breach of any of the terms, provisions, covenants, conditions, restrictions or easements contained in this Declaration may be brought against a purchaser who has acquired title to or any interest in a Lot through foreclosure of a mortgage and the subsequent sale of the Lot (or through any equivalent proceeding), and against the successors in interest of such purchaser, even though the default or breach existed prior to the purchaser's acquisition of title to or interest in the Lot.

9.3 **EXERCISE OF OWNER'S RIGHTS.** During the pendency of any proceeding to foreclose a mortgage (including any period of redemption), the mortgagee, or a receiver appointed in any such action, may (but need not), if and to the extent permitted by such mortgage or by the other documents evidencing or securing the loan secured by such mortgage, exercise any or all of the rights and privileges of the Owner under this Declaration, including the right to vote as a member of the Association in the place and stead of the Owner.

## **ARTICLE 10** **REMEDIES**

10.1 **ENFORCEMENT.** In the event of any breach or default by any Owner, occupant or other person or entity ("**Defaulting Party**") under this Declaration, the Association shall have all of the rights and remedies provided in this Declaration and otherwise available at law or equity, and shall have the right (but not the obligation) to prosecute any action or other proceeding against the Defaulting Party for an injunction, whether affirmative or negative, or for enforcement or foreclosure of any lien herein provided, or for the appointment of a receiver for the affected Lot, or for damages or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of remedies, or for any other relief, all without notice and without regard to the value of the affected Lot or the solvency or the Defaulting Party. Any and all such rights and remedies may be exercised by the Association at any time and from time to time.

No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during his ownership; provided, however, that (a) the immediate grantee from the Builder shall be personally responsible for breaches committed during Builder's ownership of such Lot and (b) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided below, prior to the transfer of ownership. Whenever the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Association may file with the office of the Register of Deeds a certificate setting forth public notice of the nature of the breach and the Lot involved. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

**10.2 EXPENSES OF ENFORCEMENT.** All expenses of the Association, or any other person having rights of enforcement under this Declaration, in connection with any action or proceeding described in or permitted by this Article 14, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon until paid at the highest rate allowable under Kansas law, shall be charged to and assessed against the Defaulting Party and shall be deemed a special Assessment against the Owner of the affected Lot, with respect to which special Assessment the Association shall have a lien as provided in Article 3.

**10.3 RIGHT TO CURE.** The Association and any manager or managing agent retained by the Association shall have the authority (but not the obligation) to correct any breach or default under this Declaration and to do whatever may be necessary for such purpose, and all expenses in connection therewith, together with interest thereon until paid at the highest rate allowable under Kansas law, shall be charged to and assessed against the Defaulting Party as a special Assessment, with respect to which special assessment the Association shall have a lien as provided in Article 3.

**10.4 WAIVER.** No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Association, acting upon a decision of the Board, respecting a specific violation shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

## **ARTICLE 11**

### **AMENDMENT AND TERMINATION**

**11.1 AMENDMENT BY ASSOCIATION.** The Association shall have the right, power and authority (subject to the restrictions on amendment set forth in Article 11.2) to amend, modify, revise or add to any of the terms of this Declaration (as from time to time amended, modified, revised or supplemented) by a written instrument setting forth the entire amendment, which amendment shall become effective when duly adopted, executed, acknowledged and recorded with the Register of Deeds. Any proposed amendment must be first approved by a majority of the Board and then adopted by the members of the Association. Amendments may be adopted by the members (a) at a meeting of the members by the affirmative vote of at least two-thirds of all members entitled to vote at such meeting, or (b) without a meeting if all members have been duly notified of the proposed amendment and if two-thirds of all members entitled to vote at such a meeting, if held, consent to the amendment.

**11.2 TERM AND TERMINATION.** The provisions of this Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until January 1, 2030. Thereafter, unless one year prior to January 2, 2030, an instrument executed in one or more counterparts by at least a majority of all Association members then entitled to vote shall be recorded with the Register of Deeds directing the termination of this Declaration, this Declaration shall be automatically continued without any further notice for an additional period of 10 years and thereafter for successive periods of 10 years each; provided, that within one year prior to the expiration of any such 10-year period, this Declaration may be terminated as above provided in this section.

**ARTICLE 12**  
**GENERAL PROVISIONS**

12.1 **NOTICES.** All notices, requests, consents, approvals and other communications required or permitted under this Declaration or the Association's Bylaws shall be in writing and shall be addressed to the Association at the address specified in the Association's Bylaws, and to each Owner and member at the last address shown for such Owner or member on the records of the Association. Any party may designate a different address or addresses for itself by giving written notice of its request. Notices, requests, consents, approvals and other communications shall be deemed delivered when mailed by United States mail, postage prepaid, when delivered in person or by courier, or delivered via facsimile transmission (fax).

12.2 **ASSOCIATION ADDRESS.** The Association shall notify each member whose address is listed with the Association of the time and place of regular and special meetings of the members of the Association, and the place where payments shall be made and any other business in connection with the Association may be transacted.

12.3 **TERMINOLOGY.** The words "include," "includes" and "including" shall be deemed followed by the phrase "without limitation." The words "herein," "hereof," "hereunder" and similar terms shall refer to this Declaration unless the context requires otherwise. Whenever the context so requires, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural and vice versa.

12.4 **SEVERABILITY.** If any provisions of this Declaration or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and of the application of such provision in other circumstances shall not be affected thereby.

12.5 **RULE AGAINST PERPETUITIES; OBSERVANCE OF LAWS.** The Association shall at all times observe all applicable state, county, city and other laws or regulations. If at any time any of the easements, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule of law known as the "Rule Against Perpetuities," then such provision shall become null and void, but no other parts of this Declaration not in conflict herewith shall be affected thereby

12.6 **APPROVALS.** Wherever the approval or consent the Association, the Board or the Design Review Committee or any other person or entity is required, such approval or consent shall require the prior written approval of such approving or consenting party, to be given in its sole discretion. Neither the Association, nor any member of the Design Review Committee or the Board shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any such rules, regulations, restrictions or guidelines.

**ARTICLE 13**  
**COVENANTS RUNNING WITH THE LAND**

Each grantee of Developer and of any Builder or other Owner, by the acceptance of a deed, conveyance or other instrument evidencing or creating an interest or estate in any land within the Villas, and each person acquiring a membership in the Association, and the heirs, legal



representatives, successors and assigns of each of the foregoing, accepts the same subject to all of the terms, provisions, covenants, conditions, restrictions, reservations, easements and liens and subject to all of the rights, benefits and privileges of every kind which are granted, created, reserved or declared by this Declaration, and all imposition and obligations hereby imposed, all of which shall be deemed covenants running with the land and equitable servitude, and shall bind every person and entity at any time having any interest or estate in any land within the Villas, and shall inure to the benefit of any such person or entity, as though the provisions of this Declaration were reflected at length in each and every deed, conveyance or other instrument evidencing or creating such interest or estate.

AMENDMENT TO PRAIRIE BROOK VILLAS  
HOMEOWNERS ASSOCIATION, INC.

DECLARATION

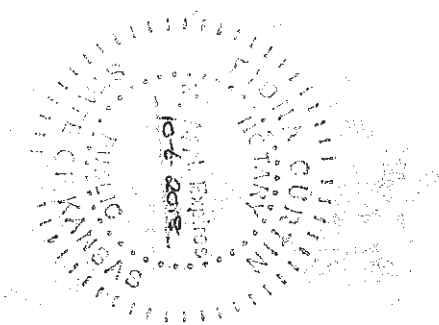
STATE OF KANSAS )

) ss:

COUNTY OF JOHNSON )

This instrument was acknowledged before me this 31<sup>st</sup> day of March, 2016 by John Brehm,  
President and William Mann, Treasurer.

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



JOHNSON COUNTY, KANSAS

Notary Public in and for said County and State

Fiona Curtin

Fiona Curtin

My Commission Expires:

10-6-2018

