

DECLARATION OF COVENANTS AND RESTRICTIONS  
PRAIRIE LAKE ESTATES  
LYON COUNTY, KANSAS

Prairie Lake Estates, LLC., “Declarant”, being the owner of that certain real property subject to this Declaration, DO HEREBY DECLARE, FIX, AND ESTABLISH a general plan for the development, improvement, protection, and maintenance of the property subject to this Declaration, and DO HEREBY DECLARE, FIX, AND ESTABLISH the Covenants, Restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lease or subleases; and the same and each of them shall inure to and be binding upon each and every successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY DESCRIPTION

The real estate subject to these Covenants and Restrictions is:

PRAIRIE LAKE ESTATES, Lyon County, Kansas described as:

The E1/2 of the SW1/4, and a triangular tract in the Southwest corner of the E1/2 of the NW1/4 of said Section 2, described as follows: Commencing 50 feet East of the Southwest corner of the SE1/4 NW1/4 of said Section 2, thence East 7 rods, thence Northwest until it strikes the County road 7 1/4 rods North of beginning, thence South along the County road 7 1/4 rods to beginning, containing 1/6 acre more or less, **Less** a tract of land in the E1/2 of the SW1/4 of Section 2, Township 21 South, Range 11 East of the 6th P.M. and more particularly described as follows: Beginning at a point lying 461.87 feet West of the Southeast corner of said SW1/4; thence North 362.00 feet to an iron pin; thence West 362.00 feet to an iron pin; thence South 362.00 feet to an iron pin on the South line of the said SW1/4 of Section 2; thence East 362.00 feet to the point of beginning, all in Township 21 South, Range 11 East of the 6th P.M., Lyon County, Kansas. Lots 1, 2, 3, 4, 5 and 6 in Block A and Lots 1, 2, 4, and 5 in Block B of prairie Lake Estates, a subdivision to Lyon County, Kansas, according to the recorded plat thereof.

ARTICLE II

DEFINITIONS

Unless the context clearly indicates a different meaning therefore, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

**ARTICLES OF INCORPORATION AND BY-LAWS:** Articles of Incorporation and By-laws of the Association as the same may be amended from time to time.

**ARCHITECTURAL REVIEW COMMITTEE:** A committee consisting of three persons, to be appointed by Declarant.

**HOMEOWNERS ASSOCIATION:** The Prairie Lake Estates Homeowners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

**COMMON FACILITIES:** All facilities placed or erected on an area including walks, parking areas, storage and equipment areas or enclosures, parks, lakes, pools, beaches, open spaces, planted and landscaped areas, entrances, sprinkling systems and recreation areas.

**OWNER:** Any person or persons, whether one or more, who own a residence site in fee simple in any part of Prairie Lake Estates, Olpe, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

**COMMON AREAS:** Reserves Block B, lot 2, and private roads (2) of Prairie Lake Estates in subject property.

**NOTICE:** Notice, declaration, certification, approval, consent, and authorization shall mean and be effective as such only when in writing.

**RESIDENCE SITE:** Resident site shall mean a platted lot in Prairie Lake Estates.

**TRANSFER:** A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale assignment, gift, lease or sublease.

### ARTICLE III

#### OCCUPANCY CONDUCT

An owner shall not interfere with the rights of other owners, the Association nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all grounds rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes, or threatens to cause and damage, encroachment, or disrepair to the common facilities, or the residence site of any other owner.

- All drainage plans comply with drainage towards lake, roads, and ditches.

#### ARTICLE IV

#### RESTRICTIVE COVENANTS

- A. No structures shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one single-family dwelling, with a garage and other out-buildings incidental to the use of the premises.
- B. (a) No television or radio antenna may be erected more than two (4) feet above the top of the building upon which it is placed.  
(b) All in-ground pools will be fenced.
- C. No animal, poultry or fowl, of any kind, other than household pets belonging to the household and then no more than four (4) pets of any type over the age of six months shall be kept or maintained on any part of the real estate subject to these covenants.
- D. It is expected that each owner will do a reasonable amount of landscaping and in any event must keep his yard seeded at all times. It is required that owners keep all grass and weeds mowed and trimmed in a neat and presentable manner.

It is further required that owners, other than the Declarant, of a residence site or sites must plant and maintain a minimum of five (5) trees or shrubs on each building site. Any existing trees or shrubs may not be removed without the permission of the Architectural Review Committee. If any owner shall fail to comply with such provision, the Prairie Lake Estates Homeowners Association, may cause this Restriction to be complied with and for such purpose the Homeowners Association, or its agents, shall have access to any such residence site to be so improved and the cost of such compliance shall be certified by the Homeowners Association and may be filed in the proper form so as to constitute a lien against the real property so improved.

- E. Any collector automobile, boat, or similar item, if parked outdoors, must be parked behind the front building site set back line and must be completely screened from view.

- F. Each building site is limited exclusively for residential use except for “home occupations”.
- G. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted; provided however, that permission is hereby granted for the erection and maintenance of “For Sale” signs, Realtors signs, builder’s signs and open house signs on each building site, used for the sole and exclusive purpose of advertising for sale or lease, the building site on which it is erected and improvements thereon, if any; and provided further that temporary signs such as garage sale and political signs may be placed and shall be removed in a timely fashion after such event ceases.
- H. The location of any outbuilding or appurtenant building constructed on a building site can be no closer than fifty feet (50’) to any building site lot line and fifty feet (50’) from the front and rear property lines of the said building site, subject to easements of record.
- I. The exterior of all outbuildings must be finished with paint or other decorative materials at the time of erection and with the approval of the Architectural Review Committee. Any such outbuilding finish and design must be in harmony with the main residence.
- J. All outside trash containers must be kept at the side or rear of the dwelling and must be covered and screened from public view. The type of such containers must be such that dogs and other animals cannot tip them or otherwise cause the contents thereof to be spilled upon the ground.
- K. Residences situated on Lots 1, 3, 4, and 5, Block B, must contain not less than a minimum of seventeen hundred (1700) square feet of ground living area under roof excluding basement area, garage and porches, as determined by the Architectural Review Committee.
- Residences situated on Block A must contain not less than a minimum of fifteen hundred (1500) square feet of ground floor living area under roof excluding basement area, garage and porches, as determined by the Architectural Review Committee.
- L. Each dwelling shall have no less than a two (2) car attached garage. A garage shall be deemed attached if its roof is a continuation of the main dwelling roof.
- M. The installation of barbed wire is prohibited and all fencing material including posts must be of new material and painted. All fencing shall be constructed in a workmanlike manner with proper corner post supports supplied to prevent the sagging of the fence or

the fences losing their alignment. No fencing shall be constructed and/or erected unless the planned materials are first approved by the Architectural Review Committee. Existing fencing on common boundary lines shall not be removed except with prior permission of the Architectural Review Committee. Fencing shall not be constructed to restrict the view of common areas.

- N. All equipment, wood piles and satellite receiving dishes over two (2) feet in diameter shall be placed in the side or back yards and screened by adequate planting or fencing as to conceal them from view of the street.
- O. Notwithstanding any provision of this Declaration as long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupying for [1] movement and storage of building materials and equipment, [2] erection and maintenance of directional and promotional signs and [3] conduct of sales activities, including maintenance of model living units, [4] maintenance of buildings as used in the normal course of business for the Development or related residential construction. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.
- P. Propane tank placement or the placement of other above ground utilities are subject to review by the Home Owners Association Architectural Committee.
- Q.
  - 1. Minimum roofing material shall consist of “heritage II” (25 year), or equivalent quality, asphalt or asphalt impregnated fiberglass, roofing shingles. Other roofing materials may be acceptable upon approval of the Architectural Review Committee.
  - 2. Exterior paint colors for residence and out buildings shall be approved by the Architectural Review Committee.
- R. No used, secondhand or previously lived in house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.
- S. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Residents.
- T. Owners of improvements and vacant lots in said development shall keep the same painted, repaired, mowed and properly maintained and will not permit the accumulation

of junk anywhere on the premises.

- U. Construction of structures and related grounds will be completed within twelve (12) months of approval of the Architectural Review Committee (ARC) provided however an extension can be requested of the ARC under unusual circumstances.
- V.
  - a. All residences shall be constructed with at least a thirty-three percent (33%) masonry, brick or stone on the front surface, subject to the approval of the Architectural Review Committee.
  - b. No lot shall be divided into more than one building site, but more than one site may be used for one dwelling with the approval of the Architectural Review Committee.
- W. No boats, rafts, canoes, kayaks or similar items are allowed on the Prairie View Estates lake unless so allowed by the Development's or Homeowners Association's insurance and approved by the Homeowners Association. Motorized devices 10 hp or more shall only occupy the lake during certain hours set by the Homeowners Association. There is no ice skating allowed in or on the lakes. Fishing is allowed for residents and their guest using the current creel limit as set by the association and in compliance with state regulations.
- X. The discharge and use of firearms is prohibited.
- Y. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their successors and assigns and upon each of them and all parties claiming under them for a period of twenty (20) years from the date hereof, and automatically shall be continued thereafter for successive periods of five (5) years each; provided, however, that after three-fourths of the property owners, as defined herein, that is to say owners of building sites herein, subject to this Declaration, which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may enlarge, change or modify any one of more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds of Lyon County, Kansas.

Any interpretation of the restrictive covenants needed or requested by any interested party shall be made by the Architectural Review Committee of Prairie Lake Estates and such interpretation shall be final and binding unless rescinded or modified by an affirmative vote of two-thirds of the owners within thirty (30) days after such interpretation is published.

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assignee, and the construction of improvements thereon, but no restriction herein set forth, shall be personally binding on any person or persons, except in respect to breaches committed during his or their holding title to said land, and the owner or owners of any of the above land and/or Developer at their option, shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the restrictions set forth above, in addition to ordinary legal action for damages.

## ARTICLE V

### ASSOCIATION

**POWERS AND DUTIES:** The Homeowners Association shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association in regard to the subject property until at least fifty percent (50%) of the residence sites shall have residences constructed thereon and the same are occupied in accordance with these Declarations of Covenants and Restrictions. At such time as the subject property is fifty percent (50%) developed, as aforesaid, the control of the Association shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to the subject property. Provided, however, Declarant may, at its option, at any time turn the management of the subject property over to the Association. The Association and declarant shall cooperate fully in the management of all areas.

Declarant shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against Declarant for any reason. Declarant shall be responsible to the Homeowners Association for any costs occasioned by Declarant's use of lots owned by Declarant or assigns.

The Association shall own and maintain, improve, insure, landscape, mow and keep clean the common areas as herein defined.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

MEETING: The first meeting of the Association is scheduled to be held \_\_\_\_\_ at which time developer will transfer control over to the Association and subsequent meetings of the Association will be held the second Wednesday of each January.

OPERATIONS AND EXPENSES: The Association shall establish such committees as may be provided for in its By-Laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business.

ENFORCEMENT: The Association may engage a professional management firm and turn over to such firm any duties required by its Articles of Incorporation, By-Laws and this Declaration. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or toehr enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any owner who has breached or threatens to breach any of the provisions of this Declaration or By-Laws of the Association.

TAXES AND ASSESSMENTS: Each owner shall be obligated to pay the taxes or assessments, assessed by the County Appraiser against his or her own residence site, or personal property.

## ARTICLE VI

### ASSESSMENTS AND LIENS

GENERAL ASSESSMENTS: Each owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, insurance, maintenance, care and improvement of the common area. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

BASIS AND OPERATING FUND: All general assessments shall be made against such owner on an equal basis, for each residence site owned by the owner or owners, except the Declarant. Each new owner shall pay an original charge of \$100.00 to the Association to be used as an operating fund for maintenance of the grounds at time of Closing.

LIMITATIONS ON SPEICAL ASSESSMENTS: The amount of such assessment as fixed above shall not exceed: \$200.00 per building site in Block B in any one (1) month and



\$75.00 per building site in Block A in any one (1) month unless assessment is due for the year for which such increase is proposed, and two-thirds of the members present at such meeting must vote for such increase in order for it to be effective. The original owner of Block B, lot 3 is not subjected to such assessments until sale or exchange of residence. Whenever the Association deems it advisable to submit to the members a proposal for increasing the rate of assessment for any particular year, then it shall notify the members of the Association by mailing to such members, at the last known address, with the United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the rate of assessment is to be voted upon at such meeting. No increase of rate of assessment may be made for more than one (1) year at a time.

**SPECIAL ASSESSMENTS:** The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, care, maintenance, insurance and improvement of such common areas. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the owner of such residence site to the Association for any breach by such owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessments shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessments shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

**COLLECTION AND EXPENDITURES:** The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments, charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and the Articles of Incorporation and By-Laws of the Association.

**DELINQUENCY:** Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

**NOTICE OF DELINQUENCY:** At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site in the office of the Register of Deeds of

Lyon County, Kansas, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such Notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which Notice has been recorded, the Association shall record a further Notice stating the satisfaction and the release of the lien thereof.

**ENFORCEMENT OF LIENS:** Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

**RESERVATION OF LIENS:** Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitation contained in each of the provisions of this Declaration.

**SUBORDINATION TO MORTGAGES:** Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any owner covered by this residence site purchased at foreclosure, or proceeding in lieu thereof, shall be bound by the restrictions, assessments and liens set out in the Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

## ARTICLE VII

### REPAIR AND RESTORATION

**COMMUNITY FACILITIES:** Should any common facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association, shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property. The Association shall, however, make every effort to obtain reimbursement for such costs and expenses of repair and restoration in the event the Association is able to determine responsibility of third parties for any such damage or destruction.

**TIMING AND COMPLETION:** In the event the Association is able to affix responsibility upon a third party or parties for any damage or destruction to the common facilities, the Association shall notify such third party or parties to repair all such damage or destruction. The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being of the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that even all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repairs or restoration.

**APPROVAL OF PLANS:** No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association.

## ARTICLE VIII

### ARCHITECTURAL REVIEW COMMITTEE

No dwelling, outbuilding, landscaping, fencing or improvement shall be erected, placed, altered or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any site plans showing the location of such improvement on the particular residence site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of not more than three (3) persons at least a majority of whom must be owners. A majority of the committee may at any time remove any member and appoint a successor to fill such vacancy. In the event of the resignation or incapacity of any of the above to serve, a majority of the remaining members shall have the power to appoint a successor. In the event all of such persons shall be incapacitated or assigned then their successors shall be chosen by a vote of the owners of fifty-one percent (51%) of the land composing the real property affected hereby.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members thereof, shall be binding upon all parties.

Neither said committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In the event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this Covenant will be deemed to have been fully complied with.

If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

Developer will relinquish control following the date of the first Association meeting to be held on \_\_\_\_\_.

## ARTICLE IX

### GENERAL PROVISIONS

1. All utilities shall be installed underground.
2. Setbacks for single family lots front yards are fifty (50) feet.
3. Signs designating the name of the development, and landscaping, shall be permitted in all of \_\_\_\_\_, subject to the Lyon County zoning regulations.

ACCEPTANCE OF PROVISIONS: The Association and each Grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

INTERPRETATIONS OF RESTRICTIONS: In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the used of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions,

conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

**ASSIGNMENT OF POWERS:** Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept the same upon the recording of a Notice thereof, and the same shall be effective for the period and to the extent stated therein.

**WAIVER AND EXCEPTIONS:** The failure by the Association or of Declarant or of any owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

**TITLES:** All titles used in this Declaration, including those of Articles, sections and subsections, are intended solely for convenience of reference , and the same shall not, nor shall any of them affect that which is set forth in the Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

**SINGULAR AND PLURAL, MASCULINE AND FEMININE:** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

**SUCCESSORS OF INTEREST:** Reinforce herein to either the Association of Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

**AMENDMENTS:** These Covenants, Restrictions, reservations and conditions shall remain in full force and effect for a period of twenty-five (25) years from the date hereof. Provided however, these Covenants and Restrictions shall, at the expiration of such twenty-five (25) year period, automatically renew for successive periods of fifteen (15) years, each, unless the owners of a majority of the residence sites in the Addition shall vote, prior to the expiration of the primary term hereof or any extension to alter, amend or revoke such restriction. Such vote to alter, amend or revoke shall, however, not be effective until the end of the term during which such vote was taken.

IN WITNESS WHEREOF, the parties hereunto have set their signatures on the \_\_\_\_\_ day of  
20\_\_\_\_\_.

\_\_\_\_\_  
Tyler Schmidt  
Owner

\_\_\_\_\_  
Ashley Schmidt  
Owner

*State of Kansas:  
County of Lyon*

*On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.*

*In witness hereof, I hereunto set my hand and official seal.*

\_\_\_\_\_  
*Notary Public*