

BYLAWS
OF
CEDARCREST HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. (a) All terms used herein, such as (but not by way of limitation) "Owners", "Lot", "Land", "Common Area", "Developer", "Turnover Date" and "Assessments" shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Cedarcrest Subdivision ("Declaration"), a subdivision in the City of Lenexa, Johnson County, Kansas.

(b) "Act" shall refer to the Kansas Corporation Act, as amended from time to time.

ARTICLE II
NAME

Section 2.01. Name. The name of this corporation shall be Cedarcrest Homeowner's Association, Inc. (hereinafter called the "Corporation").

ARTICLE III
OFFICES OF THE CORPORATION

Section 3.01. Principal Office. The initial principal office of the Corporation shall be located at 22105 W. 83rd St., Shawnee, Kansas 66227, but meetings of directors may be held at such place within the State of Kansas as may be designated by the Board of Directors.

Section 3.02. Other Offices. The Corporation may also have offices at such other places both within and without the State of Kansas as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE IV
CORPORATION RESPONSIBILITIES AND
MEETINGS OF MEMBERS

Section 4.01. Corporation Responsibilities. The members will constitute the Corporation, which shall be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including with respect to the collection and disbursement of charges and assessments as provided therein, and coordinating with other homeowners' corporations in the adjacent subdivisions in administering and enforcing such covenants, conditions and restrictions through their respective boards of directors. In the event of any dispute or disagreement between any members relating to the land, or any questions of

interpretation or application of the provisions of the Declaration, Articles of Incorporation or these Bylaws, such dispute or disagreement shall be submitted to the Board of Directors. The resolution of such dispute or disagreement by the Board of Directors shall be binding on each and all members subject to the right of members to seek other remedies provided by law after such determination by such Board of Directors.

Section 4.02. Place of Meeting. Meetings of the Corporation shall be held at such suitable place, reasonably convenient to the directors, within the State of Kansas, as the Board of Directors may determine.

Section 4.03. Annual Meetings. The first meeting of the Corporation's members shall be held within one (1) year from the Turnover Date, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter as determined by the Board. At such meetings, there shall be elected a Board of Directors by ballot of the members in accordance with the requirements of the Declaration. The directors may also transact such other business of the Corporation as may properly come before them at such meeting. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

Section 4.04. Notice of Members Meetings. Written or printed notice stating the place, day and hour of the members' meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Secretary or Assistant Secretary of the Corporation not less than fifteen (15) nor more than thirty (30) days before the date of the members' meeting, either personally or by mail, to each member of record entitled to vote at such members' meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the Corporation, with postage thereon prepaid. Business transacted at any special members' meeting shall be confined to the purposes stated in the notice or waiver thereof.

Section 4.05. Quorum. The holders of one-tenth (1/10) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum for any meetings of members except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members present, or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

Section 4.06. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary of the Corporation. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his lot.

Section 4.07. Voting by Corporation and Members. The Corporation shall not be a voting member of the Corporation by virtue of its ownership of any lot. Each member may vote the number of votes and in a manner set forth in the Declaration and Articles of Incorporation.

Section 4.08. Order of Business. The order of business at all meetings of the members' meetings shall be as follows:

- (a) roll call and certifying proxies;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading and disposal of unapproved minutes of prior meetings;
- (d) reports of officers;
- (e) reports of committees;
- (f) election of directors;
- (g) unfinished business;
- (h) new business; and
- (i) adjournment.

Section 4.09. Membership List. The officer or agent having charge of the membership books shall make, at least five (5) days before each meeting of members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and number of votes held by each. Such list shall also be produced and kept open at the time and place of the members' meeting, and shall be subject to the inspection of any member during the whole time of the meeting. The original member books shall be prima facie evidence as to who are the members entitled to examine such list or to vote at any such meeting of members.

Section 4.10. Action Taken Without a Meeting. Any action required by statute to be taken at an annual or special meeting of the members, or any action which is otherwise permitted by law or by these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of members. Subject to the provisions required or permitted by statute for notice of meetings, unless otherwise restricted by the Articles of Incorporation or these Bylaws, the members may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualification. Until the Turnover Date, the affairs of the Corporation shall be governed by a Board of Directors consisting of the one (1) person appointed by the Developer. Until the Turnover Date as set forth in the Declaration, the Corporation shall have only one director appointed by the Developer. At such first members' meeting after the Turnover Date, there shall be elected five (5) directors to the Board of Directors who shall thereafter govern the affairs of the Corporation until their successors have been duly elected and qualified.

Section 5.02. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Corporation and for the operation and maintenance of the Land in keeping with the character and quality of the area in which it is located. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such lawful acts and things as authorized by statute, the Articles of Incorporation, these Bylaws or the Declaration.

Section 5.03. No Waiver of Rights. The omission or failure of the Corporation or any member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same at any time thereafter.

Section 5.04. Election and Term of Office. At the first members' meeting after the Turnover Date, the term of office of three (3) Directors shall be fixed at two (2) years and the term of office for two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein.

Section 5.05. Vacancies. Vacancies in the Board of Directors caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Corporation as set forth in Section 5.06 hereof) shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Corporation to serve out the unexpired term (if any) of his predecessor in office. Vacancies in the Board of Directors caused by a removal of a Director by a vote of the Association shall be filled in the manner set forth in Section 5.06 hereof.

Section 5.06. Removal of Directors. At any annual members' meeting of the Association duly called after the Turnover Date, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of members of each class entitled to vote who are present at a members' meeting at which a quorum is present, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose

removal has been proposed by the members shall be given an opportunity to be heard at the meeting; provided however, nothing herein shall limit the Developer's right to appoint the sole Director prior to the Turnover Date, and this section shall not grant members any power or authority to remove any Director prior to the Turnover Date.

Section 5.07. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting. Prior to the Turnover Date, the meetings of the Directors and officers, shall not be open to the public and no member shall have any right to attend.

Section 5.08. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Assistant Secretary of the Corporation in like manner and on like notice on the written request of one (1) or more Directors.

Section 5.09. Meeting by Telephonic Means. Members of the Board of Directors may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 5.10 shall constitute presence in person at the meeting.

Section 5.10. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Directors present by proxy may not be counted toward a quorum. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.12. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

Section 5.13. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.14. Nomination and Election of Directors. Nomination for election to the Board of Directors after the Turnover Date shall be made by the floor at the annual meeting. The appropriate number of members of the Board of Directors shall be elected at the annual meeting of members of the Corporation after the Turnover Date, which members of the Corporation shall vote the number of votes and in the manner set forth in the Declaration and the Articles of Incorporation.

ARTICLE VI OFFICERS

Section 6.01. Designation. The officers of the Corporation shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, appoint. Such officers need not be members of the Board of Directors. All offices may be held by the same person.

Section 6.02. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors, and such new officers shall hold office subject to the continuing approval of the Board of Directors.

Section 6.03. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor appointed at any regular or special meeting of the Board of Directors called for such purpose. An officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.04. Vacancies. A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.05. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation, or as may be established by the Board of Directors or by the members of the Corporation at any annual or special meetings.

Section 6.06. Secretary. (a) The Secretary shall keep all of the minutes of the meetings of the Board of Directors and the Corporation. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and Articles of Incorporation.

(b) The Secretary shall compile and keep up to date at the principal office of the Corporation a complete list of the members and their last known addresses as shown on the records of the Corporation.

Section 6.07. Treasurer. (a) The Treasurer shall have custody of and be responsible for Corporation funds and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositaries as may from time to time be designated by the Board of Directors.

(b) The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and to the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer, and of the financial condition of the Corporation.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 7.01 Indemnification. No Director of the Corporation shall be personally liable to the Corporation for monetary damages for any act or omission in the Director's capacity as a Director, except that this Article does not eliminate or limit the liability of a Director for (1) a breach of a Director's duty of loyalty to the Corporation, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) an act or omission for which the liability of a amendment nor repeal of this Article shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise prior to such amendment or repeal. Without limiting the foregoing, the following shall apply:

(a) The Corporation shall indemnify, to the extent provided in the following paragraph, any person who is or was a director, officer, agent or employee of the Corporation.

(b) In case of a threatened or pending suit, action or proceeding (whether civil, criminal, administrative or investigative) against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Corporation shall indemnify such person if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the suit expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified if it is determined in accordance with paragraph (d) below that such person:

- (i) acted in good faith in the transaction which is the subject of the suit; and
- (ii) reasonably believed if acting in his or her official capacity as director, officer, agent or employee of the Corporation, that his or her conduct was lawful; and
- (iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) The Corporation will reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (c) above.

(e) The Corporation shall purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Corporation would have power to indemnify such person against such liability under paragraphs (a) through (c) above.

(f) All liability, loss, damage, cost and expense incurred or suffered by the Corporation by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Corporation as an expense subject to special assessment.

Section 7.02. Interested Directors and Officers. (a) If paragraph (b) below is satisfied, no contract or transaction between the Corporation and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such Director or officer at the meeting of the Board of Directors or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the contract or transaction is lawful to enter into as of the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors, or the members; or

(ii) the material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed (A) to the members entitled to

vote thereon and nevertheless in good faith authorize or ratify the contract or transaction by a majority of the members present, each such interested person to be counted for quorum and voting purposes, or (B) to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the Directors present, each such Director to be counted in determining whether a quorum is present.

(c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE VIII **AMENDMENTS TO BYLAWS**

Section 8.01. Amendment to Bylaws. These Bylaws may be amended at a regular or special meeting of the board of directors by a vote of a majority of a quorum of the members of the board of directors in good standing and present in person. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX **EVIDENCE OF OWNERSHIP, REGISTRATION** **OF MAILING ADDRESS**

Section 9.01. Proof of Ownership. Except for those owners who purchase a lot from Developer, any person, on becoming an owner of a lot, shall furnish to the Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Corporation. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

Section 9.02. Registration of Mailing Address. The owner or several owners of a lot shall have the same registered mailing address to be used by the Corporation for mailing of monthly statements, notices, demands and all other communication, and such registered address shall be the only mailing address of a person or persons to be used by the Corporation. Such registered address of an owner or owners shall be deemed to be the mailing address of the lot owned by said owner or owner(s) unless a different registered address is furnished by such owner(s) to the Board of Directors within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the owners of the lot or by such person(s) as are authorized by law to represent the interest of all of the owner(s) thereof.

ARTICLE X **GENERAL**

Section 10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Corporation annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made.

Section 10.02. Abatement and Enjoinment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such violation or breach.

Section 10.03. Committees. The Corporation may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration, and a Nominating Committee, as provided in these bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Section 10.04. Non-Profit Association. This Corporation is not organized for profit. Provided, however, that (1) reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of a third party for services rendered to the Corporation in effecting one or more of the purposes of the Corporation, and (2) any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

Section 10.05. Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice-President, and the Secretary or Assistant Secretary, of the Corporation.

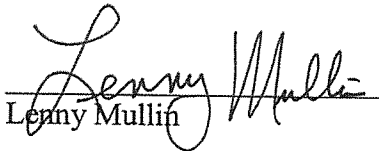
Section 10.06. Proxy for Beneficiary or Mortgagee Under Deed of Trust. Owners shall have the right to irrevocably constitute and appoint their Mortgagees their true and lawful attorney to vote their lot membership in this Corporation at any and all meetings of the Corporation and to vest in such beneficiary or his nominees any and all rights, privileges and powers that they have as owners under the Bylaws of this Corporation or by virtue of the Declaration. Such proxy shall become effective upon the filing of a notice by the Secretary of the Corporation at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Corporation or the owners to carry out their duties as set forth in the Declaration. Such proxy shall be valid until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary or Assistant Secretary of the Corporation, which shall operate to revoke such proxy. Such proxy may be terminated prior to such revocation by the beneficiary's delivering written notice of such termination to the Secretary of the Corporation. Nothing herein contained shall be construed to relieve owners of, or to impose upon the beneficiary of the Deed of Trust, the duties and obligations of an owner.

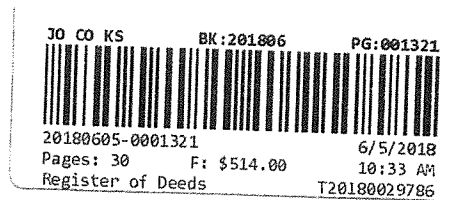
Section 10.07. Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws be in conflict with the provisions of the Act or any other Kansas law, such Act or law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

Section 10.08. Notices. All notices to members of the Corporation shall be given by delivering the same to each owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each owner at the address last given by each owner to the Secretary of the Corporation. If an owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the lot of such owner. All owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the owners.

Section 10.09 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Corporation.

IN WITNESS WHEREOF, we being all of the initial Directors of the Cedarcrest Homeowner's Association, Inc., hereby adopt the foregoing Bylaws for the Corporation to be effective as of the 4th day of June, 2018.


Lenny Mullin



**DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CEDARCREST SUBDIVISION
A SUBDIVISION IN
THE CITY OF LENEXA
JOHNSON COUNTY, KANSAS**

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CEDARCREST SUBDIVISION**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 4th day of JUNE, 2018, by **MILLBROOK BUILDERS, LLC**, a Kansas limited liability company ("**Developer**").

RECITALS:

A. Developer is the owner of that certain real property located in Cedarcrest Subdivision, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the Plat of Cedarcrest, First Plat recorded on 12/29, 2004 in Plat Book 200412, Page 1879, as Document No. N/A and the Final Plat of Cedarcrest, Second Plat recorded on 1/31, 2018 in Plat Book 201801, Page 007728, as Document No. N/A, in the office of the Registrar of Deeds for Johnson County, Kansas (the "**Initial Plats**"), as more particularly described in Exhibit A.

B. For the purpose of promoting the development of the "Addition" (as defined in Section 1.1) in a first-class manner, Developer desires to place certain easements, covenants, conditions, restrictions and obligations upon the land in the Addition.

**ARTICLE 1
DEFINITIONS**

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

Section 1.1 "**Addition**" means the real property described in Exhibit A, and any other property subjected to this Declaration pursuant to Section 13.1 below.

Section 1.2 "**Architectural Committee**" is defined in Section 7.1.

Section 1.3 "**Association**" means the Cedarcrest Homeowner's Association, a Kansas not-for-profit corporation organized or to be organized as herein provided.

Section 1.4 "**Board of Directors**" means the board of directors of the Association.

Section 1.5 "**Builder**" means any party which acquires fee title to a Lot(s) for the purpose of constructing a residence thereon for resale.

Section 1.6 "**City**" means the City of Lenexa, Kansas.

Section 1.7 "**Common Facilities**" means (a) all areas and facilities within the Addition designated by Developer for the general use or benefit of all Owners and occupants of the Addition, including any parks, green space, landscaping within the island areas and located within street right-of-way and landscaping features; and other recreational areas; sidewalks and walkways; signs,

monuments, bridges; median strips and islands in streets; ponds, streams, creeks and drainage and retention facilities; streets and street lighting; and any fencing around the perimeter of the Addition; (b) any land deeded to the Association by or at the direction of Developer; (c) any easements, leases, licenses or other rights of use granted to the Association by or at the direction of Developer, and the land or other property which is the subject thereof; and (d) all buildings, structures and other improvements, fixtures and equipment and other tangible personal property owned by the Association and located on, or used in connection with or forming a part of any of the foregoing; PROVIDED, HOWEVER, the foregoing does not constitute a representation or warranty that any Common Facility so enumerated will exist within the Addition.

Section 1.8 "**Declaration**" means this Declaration of Easements, Covenants, Conditions and Restrictions for Cedarcrest Subdivision, as it may be amended or supplemented from time to time.

Section 1.9 "**Default Rate of Interest**" means an annual rate of interest equal to the lesser of (i) the "prime rate" from time to time published in The Wall Street Journal (with interest hereunder adjusted as and when said prime rate is adjusted) plus 4% per annum, or (ii) the highest lawful rate. If The Wall Street Journal should cease to publish the prime rate, the Association may compute interest hereunder upon the prime rate or similar rate published in another financial periodical selected by the Association.

Section 1.10 "**Delinquent Amount**" is defined in Section 3.6.

Section 1.11 "**Design Standards**" is defined in Section 7.5.

Section 1.12 "**Developer**" means Millbrook Builders, LLC, a Kansas limited liability company, and each of its officers and managers and any successors thereto or assignees thereof who succeed by assignment from the Developer to some or all of the Developer's rights hereunder, as specified in such instrument of assignment.

Section 1.13 "**Lots**" means each separately subdivided parcel within the Addition, as shown on the Plat, which is intended for individual ownership; PROVIDED, HOWEVER, any such separate parcel which is included within the Common Facilities shall not be deemed a Lot.

Section 1.14 "**Owner**" means the record owner, whether one or more persons and/or entities (including Builders and the Developer) of fee simple title to a Lot, but specifically excluding those having an interest merely as security for the performance of an obligation.

Section 1.15 "**Plat(s)**" means the Initial Plats identified in the Recitals above for the Addition, as such Initial Plats may be replatted and amended from time to time, together with the plat(s) for any additional land subsequently added to the Addition pursuant to Section 13.1, which plat(s) shall reflect the City approved (or proposed City approved) platting, location and size of all Lots in the Addition and the location of the streets and easements on, adjacent to or affecting such Lots.

Section 1.16 **"Register of Deeds"** means the Register of Deeds for Johnson County, Kansas.

Section 1.17 **"Turnover Date"** is defined in Section 2.11.

ARTICLE 2 **DECLARATION, ASSOCIATION, BOARD OF DIRECTORS**

Section 2.1 **Declaration**. Developer hereby declares that all of the land in the Addition shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions contained in this Declaration, which easements, covenants, conditions and restrictions: (i) are for the purpose of establishing a general scheme for the development and construction of residences on the land in the Addition, (ii) are for the purpose of enhancing and protecting the value, attractiveness, appeal and desirability of all land within the Addition, (iii) shall run with all land within the Addition and be binding on all parties having or acquiring any right, title or interest in the land or any part thereof, and (iv) shall inure to the benefit of and be a burden upon each Owner.

Section 2.2 The Association.

(a) Commencing on the date hereof and continuing until ninety-five percent (95%) of the Lots have been sold to Owners and residences have been constructed thereon, the Developer shall have the sole right, but not the obligation, to create the Association; thereafter, if not previously formed by Developer, the Association may be formed by (i) the Developer, or (ii) the Owners, if the Owners representing at least seventy-five percent (75%) of all Lots assent to the creation of the Association.

(b) The Developer shall have no responsibility or liability for (i) the creation, formation, management or operation of the Association, (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, suits or damages incurred by or on behalf of or arising in connection with the Association or the duties and obligations of the Association pursuant to this Declaration.

Section 2.3 **Purposes of Association**. The Association shall protect, maintain, improve, operate and administer the Addition, including taking necessary action to levy and collect the assessments herein provided for, pay expenses and do 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 Addition in accordance with the provisions of this Declaration and the Association's Articles of Incorporation and Bylaws.

Section 2.4 Membership in Association.

(a) Developer shall be a member of the Association until Developer elects in writing to relinquish its membership. Each other Owner shall, upon acquisition of fee simple title to any Lot and occupancy of the residence located thereon, automatically become a member of the

Association. Each Owner shall be entitled to only one Association membership for each Lot owned by the Owner, and, subject to the provisions of Section 2.11, shall have only one vote per Lot in the Association. If an Owner (other than Developer) is comprised of more than one person and/or entity, they shall designate one of their members to hold the Association membership, it being the intention that for each Lot there shall be only one Association membership. Each member (other than Developer) 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 of the limited liability company or association. 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; otherwise, the Association may designate the party who is to be the Association member with respect to such Lot.

(b) A membership in the Association shall not be transferred, pledged or alienated in any way except as expressly provided in this Declaration. Subject to the provisions of paragraph (a) of this Section 2.4, 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; PROVIDED, 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.

Section 2.5 Board of Directors.

(a) Subject to the provisions of subparagraph (b) hereof, the members of the Association shall elect the Board of Directors and the Board of Directors shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to this Declaration or pursuant to the Articles of Incorporation or Bylaws of the Association.

(b) Notwithstanding anything contained in the preceding subparagraph (a) or elsewhere in this Declaration to the contrary, prior to the Turnover Date, the Developer shall be entitled to appoint all of the members of the Board of Directors.

Section 2.6 Indemnification.

(a) To the fullest extent permitted by law, the Association shall indemnify each officer and director of the Association, each member of the Architectural Committee and Developer (each, an "Indemnified Party") against all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Party in connection with any action taken pursuant to, or in connection with this Declaration, 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.

(b) To the fullest extent permitted by law, neither Developer nor any officer or director of the Association nor any member of the Architectural Committee shall be liable to any Owner or to the Association or anyone claiming by, through or under any Owner or the Association for any damages suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith and which Developer, such officer, director or Architectural Committee member reasonably believed to be within the scope of his or its duties.

Section 2.7 **Powers and Duties of 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, including, but not limited to, the following powers and duties:

(a) The Association shall have the power, 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:

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

(2) Enforce the provisions of this Declaration.

(3) Exclusively manage and control all Common Facilities for the benefit of the Owners, 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.

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

(5) Grant upon, across or under property owned or controlled by the Association such permits, licenses, easements and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cable and other public or private utilities, roadways or other purposes as may be reasonably necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Addition or any part thereof or the preservation of the health, safety, convenience and welfare of the Owners.

(6) Erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons.

(7) Obtain property insurance on the Common Facilities against loss or damage by fire or other casualty and public liability insurance with respect to the Common Facilities, all in such forms and amounts and with such insurance companies as the Association may deem appropriate, naming as insureds Developer and its agents and employees (so long as Developer owns any land within the Addition or controls the Association as provided in Section 2.11), each officer and director of the Association, any management company under any management contract with respect to the Common Facilities and its agents and employees, and any other persons or entities designated by the Association, in its discretion.

(8) 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; PROVIDED, HOWEVER, the foregoing shall not be construed to give the Association any right or authority to mortgage the Common Facilities.

(9) Adopt and enforce reasonable rules and regulations for use of the Common Facilities and the other land in the Addition to preserve or enhance the quality or appearance of the Addition or the safety or convenience of the users thereof or otherwise to promote the interests of Owners within the Addition, and amend or supplement such rules and regulations at any time and from time to time.

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

(b) The Association shall have the duty to do or cause to be done the following:

(1) Clean catch basins, storm sewers and drainage facilities which are part of the Common Facilities.

(2) Care for, spray, trim, protect and replant trees and shrubbery which are part of the Common Facilities.

(3) Provide lawn care, including mowing, spraying, replanting grass and replacing sod on all portions of the Common Facilities.

(4) If any vacant or unimproved Lot is not maintained by the Owner thereof, care for, maintain and remove 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, all at the expense of such Owner.

(5) Maintain, repair and replace all structures, improvements and facilities which are part of the Common Facilities and maintain all creeks, streams or ponds and all drainage and retention facilities which are part of the Common Facilities.

(6) Provide basic lawn mowing service for each Lot (which such service shall be limited to mowing only and shall not include any additional lawn care or landscaping services, such as weed removal or spraying or grass replanting or sodding, which shall remain the responsibility of the Owner).

(7) Provide snow removal service for the sidewalks located within the Common Facilities and the primary driveway and city sidewalk located on each improved Lot.

(8) Pay all taxes and assessments levied or assessed against the Common Facilities, and any other property owned or leased by the Association.

(9) Keep true and correct records of accounts 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.

(10) Upon reasonable request and during reasonable business hours, make available for inspection by any Owner 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.

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

Section 2.8 **Fences, Walls, Sprinkler Systems and Other Improvements in the Common Facilities.** The Association shall have the right, but not the obligation, to use the Common Facilities for any purpose set forth in this Declaration, including, without limitation, for ingress and egress, and for installing, replacing, repairing, relocating and maintaining cable television systems, master television antenna systems, security and similar systems; roads, walkways, sidewalks, bicycle pathways; entry monuments and fences, as well as trees, bushes, landscape irrigation systems, berms, or any other materials or items related to landscaping; lakes, ponds, drainage systems; street lights, and utilities, including, but not limited to water, sewers, meter boxes, mail boxes, telephones, gas, and electricity, and to enter upon, install, construct, relocate, and remove all such items. No fence, landscaping (other than sod), wall or sprinkler system shall be erected or installed within the Common Facilities by the Owner of the affected Lot without the prior written consent of the Architectural Committee. Unless otherwise approved by the Architectural Committee in writing, all fences shall be installed to extend to within six (6) inches of the applicable Lot's property lines and must be erected or installed with a minimum six (6) foot wide gate sufficient for ingress/egress of mowing equipment.

Section 2.9 **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, HOWEVER,** that no such delegation shall relieve the Association from its obligation to perform any such delegated duty. Any contract entered into by the Association for professional management or other services 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 90 days notice with or without cause and without payment of any termination fee. Subject to the foregoing limitations, the Association is specifically authorized to enter into a management contract with a management company owned in whole or in part by Developer.

The Association shall also have the right, in its discretion, to enter into such contracts and transactions with others, including Developer and its affiliates, 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. No such contract or transaction shall be invalidated or in any way affected by the fact that one or more members of the Board of Directors may be employed by or otherwise associated with Developer or its affiliates, provided the fact of such interest is disclosed or known to the other members of the Board of Directors acting upon such contract or transaction, and provided further

that the contract or transaction is on commercially reasonable terms. Any such interested director may be counted in determining the existence of a quorum at the meeting of the Board of Directors at which such contract or transaction is authorized, and such interested director may vote thereon with the same force and effect as if he or she were not interested.

Section 2.10 **Acceptance of Easements, Etc.** The Association shall accept all easements, leases, licenses and other usage rights and title to all property and improvements which may be granted, conveyed or assigned to the Association by or at the direction of Developer in Developer's sole discretion.

Section 2.11 **Control of Association by Developer.** Notwithstanding anything in this Article 2 or elsewhere in this Declaration to the contrary, Developer shall have and maintain absolute and exclusive control of the Association and the Architectural Committee, including appointment and removal in Developer's sole discretion of all officers of the Association, members of the Board of Directors and all members of the Architectural Committee, until the date (the "**Turnover Date**") which is the earlier of (a) the expiration of 10 years from the date of recording of the most recent plat affecting the Addition, or (b) the effective date designated by Developer in a notice to the members of the Association stating that Developer relinquishes control. Until the Turnover Date, Developer will be entitled to cast all votes with respect to the election and removal of all officers of the Association, the Board of Directors, and members of the Architectural Committee and with respect to any other matter requiring the vote or approval of members of the Association or the Architectural Committee as set forth herein or in the Association's Articles of Incorporation or Bylaws. Notwithstanding the foregoing, or any other provision to the contrary set forth in this Declaration, if at the occurrence of the Turnover Date, Developer continues to own any Lots in the Addition, then so long thereafter as Developer continues to own Lots in the Addition, Developer shall have the sole and exclusive authority to appoint all of the members of the Architectural Committee.

ARTICLE 3 **ASSESSMENTS**

Section 3.1 **Creation of Lien and Personal Obligation.** Each Owner of a Lot shall pay all assessments, annual and special, provided for in this Declaration. Each such 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 Lot against which such assessment is made, which lien shall be enforceable as provided in Section 3.6. Each assessment, together with all Costs relating thereto, shall also be the personal obligation of the Owner of the Lot at the time the assessment is made. 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.

Section 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 maintenance, management, operation, repair and replacement of the Common Facilities; (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 and sewer 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 Addition; (d) the costs of any insurance maintained by the Association; (e) reasonable reserves for major items, contingencies, replacements and other 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; (h) the costs of mowing and snow removal for individual Lots; (i) the costs of weekly trash pickup; and (j) 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.

Section 3.3 **Annual Assessments.**

(a) Each 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 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 assessments 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 Section 3.4. A portion of the annual assessments for each year shall 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 neither Developer nor the Association shall have any liability to any Owner if such reserves are inadequate.

(b) The first annual assessment with respect to each Lot shall be due as of the first day of the month after the date on which a residence on such Lot is first occupied for residential purposes (i.e., occupancy of a model home for sales purposes shall not trigger the assessment). Such first annual assessment shall be prorated on a per diem basis in accordance with the number of days remaining in such year from and after the date the assessment is due. The annual assessment with respect to each Lot for each subsequent year shall be due as of January 1 of such year.

(c) Failure of the Association to levy annual assessments for any one year shall in no way affect the right of the Association to do so for any subsequent year.

(d) The Association shall give at least 30 days advance notice to each Owner of a Lot whose address is then listed with the Association of the amount of the annual assessment on such Lot and the date on which such assessment is due.

Section 3.4 **Special Assessments.**

(a) 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 each Lot (from and after the date on which such Lot first becomes subject to annual assessments as provided in Section 3.3(b)) a special assessment over and above the annual assessment for such year authorized by Section 3.3.

(b) The Association shall give at least 30 days advance notice to each Owner of a Lot whose address is then listed with the Association of the amount of each special assessment and the date on which such assessment is due.

Section 3.5 **No Waiver or Offset.** No Owner shall be exempt from payment of the assessments and Costs imposed under this Declaration by reason of the waiver by such Owner of the use or enjoyment of the Common Facilities or by nonuse thereof or by abandonment of such Owner's Lot. All assessments, annual and special, 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.

Section 3.6 **Delinquency; Enforcement of Liens.**

(a) If any Owner of a Lot fails to pay any assessment, annual or special, on or before the 30th day following the date on which such assessment is due, or fails to pay any other amount owing under this Declaration within 30 days of the due date (collectively, a "**Delinquent Amount**") then such Delinquent Amount shall bear interest from the due date until paid at the Default Rate of Interest.

(b) Each assessment, annual or special, 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), and any other Delinquent Amounts owing under this Declaration may then be enforced as a lien on such 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 (the "**Delinquency Statement**") with the Register of Deeds, and for each Delinquency Statement so filed, the Association shall be entitled to collect from the Owner of the Lot described therein an administrative fee which fee shall be part of the Costs included in the lien.

(c) Such liens securing payment of a Delinquent Amount shall continue for a period of five years from the date of recording of the Delinquency Statement and no longer, unless, within such time, suit shall have been instituted for the collection of the Delinquent Amount, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment therein.

(d) 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.

(e) Any lien which arises against any Lot by reason of any Delinquent Amount shall be subordinate to the lien of a first mortgage ("**First Mortgage**") on such 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 Mortgagee**"), provided such First Mortgage is recorded prior to the recording of the Delinquency Statement. If any lien for Delinquent Amounts and Costs which accrued prior to the date a First Mortgagee acquires title to the Lot has not been extinguished by the process whereby the First Mortgagee acquired title, the First Mortgagee shall not be liable for Delinquent Amounts or Costs arising or accruing prior to such date and in the case where the Delinquent Amount is an assessment or other sum owing to the Association, upon request by the First Mortgagee to the Association, the Association shall release such lien of record; **PROVIDED, HOWEVER,** that (i) any Delinquent Amount and Costs which are so extinguished shall continue to be the personal obligation of the delinquent Owner, and the party owed such amount may seek to collect them from such Owner even after such Owner is no longer the Owner of the Lot, and (ii) if the Owner against whom the original assessment was made is the purchaser of or redeems the Lot, the lien shall continue in effect and may be enforced for the Delinquent Amount and Costs which were due prior to the final conclusion of any such foreclosure or equivalent proceeding. Any such Delinquent Amount and Costs which are not collected within a reasonable time may be reallocated by the Association among all other Owners of Lots, irrespective of whether collection proceedings have been commenced or are then pending against the defaulting Owner.

Section 3.7 **Certificate of Nonpayment of Assessments.** Upon request, any party acquiring title to or any interest in a Lot shall be entitled to a certificate from the Association setting forth the amount of due but unpaid assessments and Costs pertaining to such Lot, if any, and the Association shall thereafter be prevented from asserting that the amount of accrued but unpaid assessments and costs is in excess of the amount so indicated in the certificate.

Section 3.8 **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 after the Turnover Date any such pledge shall require the prior affirmative vote of a majority of all members of the Association.

ARTICLE 4
EASEMENTS AND LICENSES

Section 4.1 **Reservation by Developer; Grant to Association.** Developer hereby reserves to itself and its successors and assigns and grants to the Association the right, privilege and easement to enter upon the Common Facilities and the Lots to the extent necessary for the purposes of (a) constructing, maintaining, relocating, repairing, replacing and removing decorative walls, underground sprinkler systems, lighting, sidewalks, signs, landscaping features, recreational facilities and other improvements on the Common Facilities, which Developer or the Association reasonably believes will enhance the beauty and function of the Common Facilities or the Addition; (b) planting, replanting, maintaining, relocating and replacing grass and landscaping on the Common Facilities; and (c) doing all other things which Developer or the Association shall be obligated to do as set forth in this Declaration or shall deem desirable for the neat and attractive appearance and beautification of the Common Facilities.

Section 4.2 **Grant to Owners.** Developer hereby grants to each Owner the non-exclusive, perpetual right, privilege and easement to use the Common Facilities for the respective purposes for which the Common Facilities are constructed, designed and intended, subject, however, to all of the provisions of this Declaration, the provisions of the Association's Articles of Incorporation and Bylaws and any reasonable rules and regulations of general application within the Addition which the Association may adopt from time to time, which right, privilege and easement shall survive the termination of this Declaration.

Section 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, Developer, the Association and their respective 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 Developer or the Association to exercise or perform the rights, powers and obligations reserved to Developer or the Association by the provisions of this Declaration.

ARTICLE 5

DAMAGE TO IMPROVEMENTS

Section 5.1 **Damage to Improvements.** If improvements on a Lot are damaged or destroyed by casualty or other cause, such improvements shall either be repaired and restored with due diligence, or the Owner shall, at its sole expense, demolish the damaged improvements, including foundations, clear away all debris 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 COVENANTS

Section 6.1 **Property and Lot Maintenance.** All vacant Lots and undeveloped portions of the Addition shall be kept mowed and free of trash and construction debris by the Owner thereof. No vegetables shall be grown in any yard that faces a street unless completely screened from public view by screening approved by the Architectural Committee. No Owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon its Lot. Upon failure of the Owner of any Lot to maintain such Lot (whether or not developed), Developer may, at its option, have the vegetation cut as often as necessary in its judgment, and the Owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse Developer for the cost of such work. In the event Developer shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice to Developer from the Association stating the Association's intent to exercise such right, the Association shall have the right, in lieu of Developer, to have the vegetation cut as provided above, and upon exercise of such right, the Owner of the Lot in question shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work.

Section 6.2 **Maintenance of Improvements.** Each Owner shall maintain the exterior of all improvements on its Lot in good condition and repair, shall replace worn and rotten parts, shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate. Upon failure of the Owner to maintain the exterior of all buildings, fences, walls and other improvements on his Lot, Developer may, at its option, perform such maintenance as often as necessary in its judgment, and the Owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse Developer for the cost of such maintenance work. In the event Developer shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice from the Association to Developer of the Association's intent to exercise such right, the Association shall have the right, in lieu of Developer, to perform such maintenance as provided above, and upon exercise of such right, the Owner of such Lot in question shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such maintenance work.

Section 6.3 **Taxes and Other Encumbrances.** Each Owner shall promptly pay, before delinquency, all taxes, assessments, liens, encumbrances or charges of every kind ("**Liens**") 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 prior in lien to the easements granted 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 attorneys' fees.

Section 6.4 **Lien Rights.** If a party rectifies an Owner's default under this Article 6, the curing party shall have a lien on the defaulting Owner's Lot, which lien may be enforced in conformance with the provisions of Article 3.

ARTICLE 7

ARCHITECTURAL AND LANDSCAPE CONTROL

Section 7.1 **Appointment of Architectural Committee.** The Association shall have an architectural committee ("**Architectural Committee**") consisting of persons appointed (and removed) from time to time, subject to the last sentence in Section 2.11, (a) by Developer until the Turnover Date, and (b) by the Board of Directors after the Turnover Date. After the Turnover Date, the Architectural Committee shall have three members.

Section 7.2 **Term; Successors; Compensation; Liability of Architectural Committee.**

(a) Each member of the Architectural Committee shall serve on the Architectural Committee until such member resigns or is removed by the party who appointed such member to serve on such Architectural Committee. Without limiting the foregoing, the appointing party may remove its appointed member of the Architectural Committee at any time for any reason.

(b) In the event of the death, resignation or removal by the appointing party of any member of the Architectural Committee, such appointing party shall have full authority to designate and appoint a successor within a reasonable period of time. If no such appointment is made on a timely basis, the remaining member(s) of the Architectural Committee shall appoint a successor member.

(c) No member of the Architectural Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

7.3 **Authority of Architectural Committee.**

(a) After the initial platting of the land in the Addition, the Addition shall not be replatted or resubdivided, no landscaping shall be undertaken and no building, fence, wall or other structure or improvement shall be commenced, erected, placed, relocated, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made by any party (other than Developer) until all plans have been approved in writing by a majority of the members of the Architectural Committee, as to:

(1) conformity and harmony of the proposed replat and any landscape plan to the existing development in the Addition, surrounding areas, community standards and other developments with which Developer is associated;

(2) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper orientation of main elevation with respect to nearby streets;

(3) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Addition; and

(4) the other standards set forth within this Declaration or matters in which the Architectural Committee has been vested with the authority to render a final interpretation and decision.

Without limiting the foregoing, the Architectural Committee is authorized and empowered to consider and review any and all aspects of platting, construction and landscaping which may, in the reasonable opinion of such party, affect adjoining Lots, or the general value of Lots in the Addition.

(b) The Architectural Committee acting pursuant to a majority vote of its members, shall have the right, power and authority to enforce the covenants, conditions, restrictions and all other terms contained in this Declaration relating to the matters within its purview as set forth herein.

Section 7.4 **Procedure for Approval.**

(a) Each of the following documents (and all modifications thereof) must be submitted to the Architectural Committee and such Committee's approval must be obtained, prior to the document's submission to the City or implementation:

(1) architectural, building and construction plans for each residence, showing the nature, kind, shape, square footage, height, color, materials and location of all improvements on each Lot, and specifying any requested variance from the setback lines, garage location or other requirements set forth in this Declaration, and, if requested by the Architectural Committee, samples of proposed construction materials.

(2) All documents must be submitted in duplicate and must be sent to the Architectural Committee by hand delivery or certified mail; PROVIDED, HOWEVER, Developer shall not be obligated to submit or obtain approval of such documents as long as Developer owns any Lot(s) in the Addition.

Section 7.5 **Design Standards.** The Architectural Committee shall use good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Addition consistent with the standards set forth in this Declaration, provided that such Committee shall have sole discretion with respect to taste, design and all standards specified

herein. One objective of the Architectural Committee is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Addition. The Architectural Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair and reasonable and shall carry forward the spirit and intention of this Declaration ("**Design Standards**"). The Design Standards may, from time to time, be amended, supplemented or repealed by the Architectural Committee, and the Committee, in its sole discretion, may grant variances from the Design Standards.

Section 7.6 **Construction Period Requirements.** The Architectural Committee shall have the right to establish additional measures to be observed during the period of construction on a Lot in order to minimize disturbance to adjacent sites, and all parties involved in such construction shall be required to observe such measures.

Section 7.7 **Residence Design.** Without limiting the requirement that improvements conform to any Design Standards, the following shall apply:

(a) **General Design.** The design of each residence shall comply with the following criteria: (1) appropriateness of form, color and materials to design style; (2) relationship of window to wall and wall to total form (well-designed massing); (3) appropriateness of detailing to form, style and massing; and (4) proportions of roofs being consistent with the proposed architectural style.

(b) **Exterior Materials and Colors.** All exterior materials and the color of all exterior materials (including paint) shall be subject to prior written approval of the Architectural Committee. Residences shall be faced on all sides with quality materials (such as brick, wood, stone, stone veneer, batt and board or stucco) or other materials as approved by the Architectural Committee. Prefabricated metal buildings are not permitted.

(c) **Windows, Solar Panels and Awnings, Window or Wall Air Conditioning and Heating Units.** No unpainted aluminum will be permitted for window framing. Wood frames shall be painted, sealed, stained or have another coating approved by the Architectural Committee. Without limiting the foregoing, the Architectural Committee has the authority to require the use of certain types of divided light windows (such as bronzed, white or black), to prohibit or regulate the use of solar or heating panels and to regulate the construction, location, appearance and maintenance of awnings. No window or wall air conditioning or heating units will be permitted; provided however, Developer may permit such heating and air conditioning units in a marketing office within a model home.

(d) **Roofs.** The Architectural Committee has the authority to require at a minimum a six (6) to twelve (12) foot roof pitch or slope on the main structure of the residence (subject to the Architectural Committee's ability to permit slight variances for garage and porch roof pitch or slope), and to require that of the roofing materials be earth tones. No metal roofs (other than metal roofing over window bays) are permitted.

(e) **Construction, Location and Size Limitations.**

(1) Once commenced, construction of improvements shall be diligently pursued to completion, and improvements may not be left in a partly finished condition for more than 30 days without written approval from the Architectural Committee.

(2) Subject to the provisions of Article 5, residences destroyed by fire or other casualty shall be demolished and removed from the Lot and new construction begun within three months after the date of such destruction, and thereafter such construction shall be performed with due diligence through completion.

(3) Minimum square footage requirements for residences shall be 1,350 square feet as measured to the outside of exterior walls, but exclusive of porches, garages, and patios; PROVIDED HOWEVER, Developer may alter this requirement by a maximum of ten percent (10%) in Developer sole discretion.

(4) All residences and other improvements shall be located on each Lot as approved by the Architectural Committee and in full compliance with any setback lines or restrictions shown on the Plat or required by the City.

(f) **Patios.** No screening of a patio or other recreational area will be installed without the written approval of the Architectural Committee.

(g) **Fences.** Fences are not encouraged because they fragment the landscape of the Addition. The location and composition of all fencing and walls constructed on any Lot shall be subject to the approval of the Architectural Committee and must be constructed of material approved by the Architectural Committee and must comply with all applicable governmental requirements and ordinances and all provisions of this Declaration. No fence or wall shall be permitted to extend nearer to the front street than (i) fifty-five (55) feet from the front street, or (ii) the front of the house, whichever distance is further. Except as approved by the Architectural Committee, no portion of any fence shall be more than four (4) feet in height as measured from the lowest point of the Lot.

(h) **Outbuildings.** No detached building (such as a storage building, doghouse, greenhouse, gazebo or playhouse) or other detached structure shall be erected or placed on any Lot without the prior consent of the Architectural Committee.

(i) **Garages.** Unless otherwise approved by the Architectural Committee, all garages shall be attached to the residence. All driveways shall be surfaced with concrete, or with brick pavers, or other surface approved by the Architectural Committee.

(j) **Obstructions.** No fence, landscaping or other obstruction shall be permitted on any corner Lot which would obstruct necessary sight lines of vehicular traffic.

Section 7.8 **Interpretation; Waiver.** The Architectural Committee's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved. In order to meet special situations which may not be foreseen, it may be

Cedarcrest, 3rd Plat

Lot #	Address	Square Ft.	Price	Lot #	Address	Square Ft.	Price
84	25482 W. 84th St.	13,328.35	\$ 91,950	100	25473 W. 84th Terr.	12,419.11	\$ 88,950
85	25490 W. 84th St.	11,661.69	\$ 89,950	101	25457 W. 84th Terr.	14,481.07	\$ 86,950
86	25493 W. 84th St.	9,738.19	\$ 81,950	102	25479 W. 85th St.	15,698.53	\$ 89,950
87	25485 W. 84th St.	9,957.37	\$ 83,950	103	25471 W. 85th St.	11,777.21	\$ 76,950
88	25395 W. 84th St.	9,100.00	\$ 83,950	104	25463 W. 85th St.	14,654.59	\$ 78,950
89	25387 W. 84th St.	9,851.31	\$ 85,950	105	8520 Pickering St.	15,501.25	\$ 80,950
90	25379 W. 84th St.	9,671.14	\$ 84,950	106	8528 Pickering St.	20,362.62	\$ 94,950
91	25371 W. 84th St.	14,084.20	\$ 84,950	107	8539 Pickering St.	13,316.41	\$ 78,950
92	25452 W. 84th Terr.	15,549.72	\$ 88,950	108	8531 Pickering St.	10,738.54	\$ 84,950
93	25460 W. 84th Terr.	9,764.69	\$ 86,950	109	8523 Pickering St.	10,019.29	\$ 83,950
94	25468 W. 84th Terr.	9,963.39	\$ 87,950	110	8515 Pickering St.	12,418.99	\$ 84,950
95	25476 W. 84th Terr.	10,369.74	\$ 87,950	111	8435 Pickering St.	13,428.12	\$ 85,950
96	25484 W. 84th Terr.	10,902.37	\$ 85,950	112	8427 Pickering St.	10,046.67	\$ 85,950
97	25492 W. 84th Terr.	10,468.44	\$ 84,950	113	8419 Pickering St.	8,953.33	\$ 84,950
98	25489 W. 84th Terr.	10,328.63	\$ 85,950	114	8411 Pickering St.	8,400.00	\$ 84,950
99	25481 W. 84th Terr.	11,701.70	\$ 88,950	115	8403 Pickering St.	9,958.43	\$ 84,950



GENERATIONS
REAL ESTATE

www.genkc.com - Interactive Plat Map, www.cedarcrestsub.com

Detention area

Fence Steel

CLASS D

4-5'

Lenny Mullin (913) 915-0468
Maggie Ross (816) 665-2518

\$ 450 Soin
\$ 150 per mu
+ Snow Z +
- Trash
Now, turning blue (whole yard)

