

**BRISTOL HIGHLANDS
MASTER ASSOCIATION DECLARATION**

THIS DECLARATION is made as of the 25th day of February, 2020, by BRISTOL HIGHLANDS, LLC, a Kansas limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as "Bristol Highlands", which plat includes the following described lots and tracts:

Lots 1 through 39, and Tracts A, B and C, BRISTOL HIGHLANDS,
FIRST PLAT, a subdivision in the City of Lenexa, Johnson County,
Kansas.

WHEREAS, Developer, as the developer of the above-described real property, desires to create and maintain a residential neighborhood and an owners association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots and tracts to the covenants, charges, assessments and easements hereinafter set forth.

**ARTICLE I
DEFINITIONS**

For purposes of this Declaration, the following definitions shall apply:

(a) "**Assessment**" means each monthly assessment, annual assessment, special assessment, initiation assessment, mailbox fee, monetary fine, late fee, interest, lien fee and other amount levied by the Master Association against a Lot or otherwise

payable by an Owner of a Lot to the Master Association in accordance with this Declaration or the Bylaws of the Master Association.

(b) **"Board"** means the Board of Directors of the Master Association.

(c) **"Certificate of Substantial Completion"** means a certificate executed, acknowledged and recorded by the Developer with the Recording Office stating that all of the Lots in the District (as then contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any earlier time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Master Association or any other person or entity.

(d) **"City"** means the City of Lenexa, Kansas.

(e) **"Common Areas"** means (i) Tracts A, B and C of Bristol Highlands, First Plat, and all improvements, trails, and landscaping thereon, (ii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems, trees and landscaping constructed or installed by or for the Developer or the Master Association at or near the entrance of any street, and any easements related thereto, in the District, (iii) all platted landscape easements and all other easements that may be granted to the Developer and/or the Master Association, for the use, benefit and enjoyment of all Owners within the District, and (iv) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the Owners within the District.

(f) **"District"** means collectively all of the above Lots in Bristol Highlands, First Plat, all Common Areas, and all additional property (if any) which hereafter may be made subject to this Declaration in the manner provided herein.

(g) **"Declaration"** means this instrument, as the same may be amended, supplemented or modified from time to time.

(h) **"Developer"** means Bristol Highlands, LLC, a Kansas limited liability company, and its successors and assigns.

(i) **"Exempt Lot"** means (i) any Lot owned by the Developer, (ii) any Lot owned by a homebuilder entity prior to the commencement of occupancy of a residence thereon as a residence, and (iii) any Lot owned by any other party prior to the issuance of a certificate of occupancy (temporary or permanent) for the residence on such Lot.

(j) **"Lot"** means any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer,

owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the voting rights and the amount of periodic and special assessments due with respect thereto from time to time, such adjacent property under common ownership shall constitute such whole or partial number of Lots as may be specified in writing by the Developer, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot". There are initially two (2) types of Lots, namely Villa Lots and Twin Villa Lots. The Developer shall have the right to designate additional types of Lots for purposes of this Declaration by amending or supplementing this Declaration in a document filed in the Recording Office.

(k) **"Master Association"** means the Kansas non-profit corporation to be formed by or for the Developer for the purpose of serving as the owners association for the District.

(l) **"Owner"** means the record owner(s) of title to any Lot, including the Developer.

(m) **"Recording Office"** means the Office of the Register of Deeds of Johnson County, Kansas or such other governmental office in which deeds, mortgages and other instruments relating to real property in Johnson County, Kansas are to be recorded to give public notice thereof.

(n) **"Turnover Date"** means the earlier of: (i) the date as of which all of the Lots in the District (as then contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

(o) **"Twin Villa Area"** means Lots 30 through 39 of Bristol Highlands, First Plat and any other area that the Developer may designate in writing in the future as being part of the Twin Villa Area.

(p) **"Twin Villa Lot"** means any area of land (being approximately one-half of each of Lots 30 through 34 and 36 through 39 and approximately one-sixth ($\frac{1}{6}$) of Lot 35) of Bristol Highlands, First Plat, upon which one of the two attached residential units in a building is located, and any other Lots that may be designated by the Developer in the future as being a Twin Villa Lot.

(q) **"Villa Area"** means Lots 1 through 29, Bristol Highlands, First Plat, and any other area that the Developer may designate in writing in the future as being part of the Villa Area.

(r) **"Villa Lot"** means any Lot in the Villa Area.

ARTICLE II OWNERS ASSOCIATION MEMBERSHIP AND BOARD

Until the Turnover Date, the Master Association shall have two classes of membership, namely Class A and Class B. The Developer shall be the sole Class A member. Each Owner of a Lot, including the Developer as an Owner, shall be a Class B member. Until the Turnover Date, all voting rights shall be held by the Class A member, except that the Class B members shall have the sole right to vote on increases in monthly assessments as provided in clause (c) of Section 4.2 of Article IV below and to vote on any special assessments as provided in clause (III) of Section 5.1(b) of Article V below.

After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Lots in the District, and every such Owner shall be a member.

Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot for which he or she is the Owner; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members, and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot.

To the extent permitted by law, during any period in which a member is in default in the payment of any Assessment levied by the Master Association under this Declaration, the voting rights of such member shall be suspended until such assessment has been paid in full.

Subject to the foregoing, the Board shall be the sole judge of the qualifications of each Owner to vote and to participate in its meetings and proceedings of the Master Association.

The Board initially shall be the one or more persons named as the initial director(s) pursuant to the provisions of the Articles of Incorporation of the Master Association, or such other person or persons as may from time to time be substituted by the Developer. As soon as possible after the Turnover Date, the Developer shall appoint replacement directors from among the Owners or, at the discretion of the Developer, the Master Association shall hold a meeting of its members and the Owners shall elect directors to replace all of those directors earlier designated by the Developer. Notwithstanding the foregoing, the Developer shall have the right at any time to waive its right to designate one or more directors or to vote in an election of directors.

After the Turnover Date, the Board shall be divided into a number of classes of directors equal to the number of types of areas in the District, with each separate area in the District being entitled to elect from the members of the Master Association residing in such area the member(s) of the Board of the class of directors assigned to such area. The size of the Board shall be at least seven (7) in number with the relative number of positions in each class for each area being as proportional as possible to the relative number of Lots in each area.

To the fullest extent permitted by law, the Master Association shall indemnify each officer and director of the Master Association, each member of any committee, and the

Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an **"Indemnified Party"**) against all expenses and liabilities, including, without limitation, reasonable attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Master Association or member of any committee), provided the Indemnified Party did not act, fail to act or refuse to act 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.

ARTICLE III POWERS AND DUTIES OF THE MASTER ASSOCIATION

3.1 In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Master Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in the Master Association's name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Lots or other part of the District; provided, however, that this right of enforcement shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the Developer, the Master Association or other parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth or otherwise by law. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his own name.

(b) To own, lease and otherwise deal with real property and personal property.

(c) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Common Areas, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(d) To maintain public liability, worker's compensation, fidelity, property coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Master Association, the Common Areas and the property within the District.

(e) To levy the Assessments and other charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such Assessments and related charges.

(f) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer or other parties and the Master Association and its members, and the sharing of the expenses associated therewith.

(g) To enter into and perform agreements with the Developer, other developers, other homes associations and other parties relating to the joint use, operation and maintenance of any common areas, whether in or outside the District, and the sharing of expenses associated therewith.

(h) To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Master Association, including, without limitation, keeping of books and records, operating and maintaining Common Areas, and planning and coordination of activities.

(i) To engage the services of a security guard or security patrol service.

(j) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the District neat in appearance and in good order.

(k) Subject to any superior rights of the Developer, to exercise any architectural, aesthetic or other control and authority given and assigned to the Master Association in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(l) To incur borrowings and grant liens and security interests on the Master Association's assets and future Assessments to secure such borrowings.

(m) To install and maintain "gang" mailboxes.

(n) In accordance with applicable law, to adopt reasonable rules, regulations, restrictions, policies, guidelines, and procedures, including, without limitation, the establishment and imposition of monetary fines, regarding (i) the use of the Common Areas and the personal conduct of the members and their guests thereon, (ii) the implementation of provisions set forth in this Declaration or in any other applicable recorded declaration or document applicable to the District (or any part thereof), (iii) the establishment and enforcement of construction and design criteria and aesthetic standards, or (iv) the regulation of behavior which violates this Declaration or any other applicable recorded declaration or document applicable to the District (or any part

thereof) or which adversely affects the use and enjoyment of other properties or the Common Areas.

(o) To establish, levy and enforce fines and penalties for the violation or infraction of any provisions of this Declaration, any other applicable recorded declaration or document applicable to the District (or any part thereof), or any applicable rules, regulations, restrictions, policies, guidelines, or procedures.

(p) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Master Association.

3.2 In addition to the duties required by other portions of this Declaration and by law, the Master Association shall have the following duties and obligations with respect to providing services to all Owners within the District (subject to the Master Association having adequate funds to pay the costs thereof):

(a) To the extent not provided as a service by any governmental authority, the Master Association shall provide for the normal collection and disposal of rubbish and garbage for each residence one day per week (which day, if possible, shall be the same for all residences). The Master Association, however, shall not be obligated to provide or pay for any recycling services, except where required by law.

(b) The Master Association shall at all times, from and after its date of formation and at its expense, be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Common Areas, subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

3.3 In addition to the duties required by other portions of this Declaration and by law, the Master Association shall have the following duties and obligations with respect to providing services to all Owners of Villa Lots (subject to the Master Association having adequate funds to pay the costs thereof):

(a) provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas (but such services by the Master Association shall not include the care of any grass areas associated with any such Villa Lot in any area made inaccessible to the Master Association, or any trees, bushes, flowers, or other landscaping, all of which shall be the responsibility and expense of the applicable Owner);

(b) provide snow (but not ice) clearing for driveways, sidewalks from driveways to porches/stoops, and those porches/stoops (but not back patios) as soon as possible when the accumulation reaches two (2) inches or more and the snow has stopped. The Association shall not be required to apply any salt, sand or other chemical treatments to any such surfaces;

(c) The Homes Association shall provide and pay for the costs of spring start-up, winterization, and repair and maintenance of lawn sprinkler systems (excluding control panels) on the Villa Lots that have been sodded, except that the Homes Association shall not be obligated to repair or replace any control panels, any part of the system lying in any flower or shrub bed or for any damage caused by the negligence or willful misconduct of the Owner or the Owner's guests or contractors, and the Homes Association shall not pay for any water or electricity used by the system (all of which excluded items shall be the responsibility of the applicable Owner).

3.4 In addition to the duties required by other portions of this Declaration and by law, the Master Association shall have the following duties and obligations with respect to providing services to all Owners of Twin Villa Lots (subject to the Master Association having adequate funds to pay the costs thereof):

(a) provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas (but such services by the Master Association shall not include the care of any grass areas associated with any such Twin Villa Lot in any area made inaccessible to the Master Association, or any trees, bushes, flowers, or other landscaping, all of which shall be the responsibility and expense of the applicable Owner);

(b) provide snow (but not ice) clearing for driveways, sidewalks from driveways to porches/stoops, and those porches/stoops (but not back patios) as soon as possible when the accumulation reaches two (2) inches or more and the snow has stopped. The Association shall not be required to apply any salt, sand or other chemical treatments to any such surfaces;

(c) The Homes Association shall provide and pay for the costs of spring start-up, winterization, and repair and maintenance of lawn sprinkler systems (excluding control panels) on the Twin Villa Lots that have been sodded, except that the Homes Association shall not be obligated to repair or replace any control panels, any part of the system lying in any flower or shrub bed or for any damage caused by the negligence or willful misconduct of the Owner or the Owner's guests or contractors, and the Homes Association shall not pay for any water or electricity used by the system (all of which excluded items shall be the responsibility of the applicable Owner).

3.5 The Board, in its discretion, may cause the Master Association to provide other services for the Lots that are not part of the required services described above. The Board shall have the right to determine the scope and timing of the required and discretionary services to be provided by the Master Association, and shall have the right (but not the obligation) to establish, maintain and expend reserve funds for the improvements on the Common Areas and the services to be provided by the Master Association. Neither the Developer, the Master Association, nor any of their officers, directors, managers, representatives or agents shall be liable to any Owner or other party for any failure to establish or maintain any such reserves or if any such reserves are inadequate.

3.6 Prior to the Turnover Date, Developer shall have the right to charge the Master Association a reasonable management fee for administration and operation of the Master Association or, in the alternative, to cause the Master Association to engage a property management firm to administer and operate the Master Association. In addition, prior to the Turnover Date, the Developer shall have the right to loan funds to the Master Association to cover operating shortfalls, to be later repaid by the Master Association.

ARTICLE IV MONTHLY ASSESSMENTS AND INITIATION FEE

4.1 For the purpose of providing funds to enable the Master Association to exercise the powers, render the services and perform the duties provided for herein, all Villa Lots and Twin Villa Lots in the District (other than Exempt Lots) shall be subject to a monthly assessment to be paid to the Master Association by the respective Owners thereof as provided in this Article IV. The amount of such monthly assessment per such assessable Lot shall be fixed periodically by the Board, subject to Section 4.2 below, and, until further action of the Board, shall be \$180.00 per month for each Villa Lot and \$180.00 per month for each Twin Villa Lot.

4.2 The rate of monthly assessment upon each assessable Villa Lot and Twin Villa Lot in the District may be increased as to and for each calendar year:

(a) For each of years 2021 through 2025, by the Board from time to time, without a vote of the members, by up to 20% over the rate of monthly assessment in effect for the preceding calendar year;

(b) After year 2025, by the Board from time to time, without a vote of the members, by up to 10% over the rate of annual assessment in effect for the preceding calendar year;

(c) At any time by any amount by a vote of the applicable members (being for this limited purpose solely the members of the Villa Lots or the Twin Villa Lots, as applicable) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when the members present at such meeting (in person or by proxy or (if applicable) by absentee ballot) and entitled to vote thereon authorize such increase by a majority vote of such voting members; or

(d) If a Pool Area (as defined in Section 8.1) is installed as part of the Common Areas, the amount of the monthly assessment per Lot shall be automatically increased by an amount per month determined by the Board, to be effective once the Pool Area is substantially completed.

Notwithstanding the foregoing limits on monthly assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of monthly assessment for the Villa Lots at an amount that will permit the Master Association to perform its duties as specified in Section 3.2 and Section 3.3 of Article III above and the rate of monthly assessment for the

Twin Villa Lots at an amount that will permit the Master Association to perform its duties as specified in Section 3.2 and Section 3.4 of Article III above.

4.3 The monthly assessments provided for herein shall be based upon the calendar year (commencing in 2020) and shall be due and payable on the first day of each month; provided, however, that the first monthly assessment for each applicable Lot shall be due and payable only upon the Lot ceasing to be an Exempt Lot and shall be prorated as of the date thereof. Notwithstanding any other provision of this Declaration to the contrary, no Lot or its Owner shall be entitled to receive any services or to use any Common Areas to be provided by and through the Master Association until such time as the first monthly assessment has been paid with respect to such Lot.

4.4 A portion of the monthly assessments may be allocated to reserves to provide funds for repair or maintenance of Common Areas and for other contingencies. Neither the Developer nor the Master Association nor any member of the Board shall have any liability to any Owner or member of the Master Association if no reserves are established or maintained or if any reserves are inadequate.

4.5 An initiation fee in an amount equal to three (3) times the applicable monthly assessment amount payable to the Master Association as then in effect shall be payable by the new Owner of each Lot to the Master Association, for use as part of the general funds of the Master Association, upon each of the following events with respect to the Lot:

(a) Upon the closing of the sale of the Lot after the residence is constructed (or if the buyer acquires title prior to construction completion, upon acquisition of title by the buyer) (which initiation fee is in addition to the first regular monthly assessment, as it may be prorated); and

(b) Each subsequent transfer of ownership of the Lot for value.

4.6 A mailbox fee in the amount of \$150.00 per Lot shall be payable to the Master Association by the Owner upon the Lot becoming a non-Exempt Lot.

ARTICLE V SPECIAL ASSESSMENTS

5.1 In addition to the periodic assessments provided for herein, the Board:

(a) shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent (I) a monetary fine has been assessed by the Master Association against the Owner or (II) the Master Association expends any money (for services, materials, and legal fees and expenses) to correct or eliminate (by enforcement, self-help or otherwise) any breach by such Owner of this Declaration; and

(b) shall levy from time to time special assessments against each and every Lot (other than Exempt Lots) in an equal amount that is sufficient, when aggregated with

any funds voluntarily contributed or loaned by the Developer or another party to the Master Association, to enable the Master Association (I) to perform its duties, as specified in Section 3.2 of Article III above, that require any expenditure during any period in an amount in excess of the general and applicable reserve funds of the Master Association available therefor, (II) to pay the costs of any emergency expenditures deemed necessary by the Board and (III) to pay the costs of any capital improvements to the Common Areas approved by a vote of the members (being for this limited purpose solely the Class B members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the votes of the members present at such meeting (in person, by proxy or (if applicable) by absentee ballot) and entitled to vote thereon authorize such special assessment for the proposed capital expenditure by an affirmative vote; and

(c) shall levy from time to time special assessments against each and every Villa Lot (other than Exempt Lots) in an equal amount that is sufficient, when aggregated with any funds voluntarily contributed or loaned by the Developer or another party to the Master Association, to enable the Master Association to perform its duties, as specified in Section 3.3 of Article III above, that require any expenditure during any period in an amount in excess of the applicable general and applicable reserve funds of the Master Association available therefor; and

(d) shall levy from time to time special assessments against each and every Twin Villa Lot (other than Exempt Lots) in an equal amount that is sufficient, when aggregated with any funds voluntarily contributed or loaned by the Developer or another party to the Master Association, to enable the Master Association to perform its duties, as specified in Section 3.4 of Article III above, that require any expenditure during any period in an amount in excess of the applicable general and applicable reserve funds of the Master Association available therefor.

5.2 In the event an Owner fails to properly maintain, repair, repaint, or replace any improvements on the Owner's Lot, the Master Association, acting through the Board and after giving adequate notice to the Owner of the need for the maintenance, repair, repainting, or replacement, may enter onto the Lot and perform such maintenance, repair, repainting, or replacement. The Master Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Lot and shall be a special assessment against the Owner and the Owner's Lot.

5.3 If any Owner (other than the Developer) commences a lawsuit or files a counterclaim or crossclaim against the Master Association, the Board of Directors, or any committee, or any individual director, officer or committee member of the Master Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Master Association, Board of Directors, committee, or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees and court costs. Such recovery right shall constitute a special assessment against the Owner and the Owner's Lot.

5.4 Each special assessment shall be due and payable by the Owner of the Lot upon the Master Association giving written notice of the special assessment to the Owner of the Lot, shall be a lien on the Lot until paid in full, and shall be enforceable as provided in this Declaration.

ARTICLE VI DELINQUENT ASSESSMENTS

6.1 Each Assessment regarding a Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Master Association on the Lot against which it is levied as soon as the Assessment becomes due. Should any Owner fail to pay any Assessment with respect to the Owner's Lot in full within 30 days after the due date thereof, then such Assessment shall be delinquent, the Owner shall be charged a late fee of the greater of \$25.00 or 5% of the unpaid amount, and the unpaid amount shall bear interest at the rate of 10% per annum, compounded monthly (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent Assessment and the lien on the Lot. Should the Master Association engage the services of an attorney to collect any Assessment hereunder, all costs of collecting such Assessment, including, without limitation, court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the Assessment being collected and the lien on the Lot. Each Assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner(s) of the Lot, jointly and severally, at the time when the Assessment became due.

6.2 Payment of a delinquent Assessment with respect to a Lot may be enforced by judicial proceedings against the Owner personally and/or against the Lot, including, without limitation, through lien foreclosure proceedings similar to a foreclosure under a mortgage lien in any court having jurisdiction of suits for the enforcement of such liens. The Master Association may file certificates of nonpayment of Assessments in the Recording Office, and/or the office of the Clerk of the District Court for Johnson County, Kansas, whenever any Assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Master Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$200.00, which fee shall be added to the amount of the delinquent Assessment and the lien on the Lot and which fee amount may be increased by the Board from time to time to reflect cumulative increases in an appropriate consumer price index (as selected by the Board) after December 31, 2022.

6.3 Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such period a lawsuit shall have been instituted for collection of the Assessment, in which case the lien shall continue until payment in full and sale of the property under the execution of judgment establishing the same.

6.4 To the extent permitted by law, the Master Association may cease to allow the use of the Common Areas by the Owners of the Lot and cease to provide any or all of the services (including, without limitation, trash services) to be provided by or through the Master Association with respect to any Lot during any period that the Lot is delinquent on the payment

of an Assessment due under this Declaration, and no such cessation of use privileges or services shall result in a reduction of any amount due from or in any credit or restitution due to the Owner before, during or after such cessation. No Owner may waive or otherwise avoid liability for any Assessment by not using any Common Areas or by declining any services provided through the Master Association.

6.5 No claim of the Master Association for Assessments and charges shall be subject to setoffs or counterclaims made by any Owner. To the extent permitted by law, each Owner hereby waives the benefit of any redemption, homestead and exemption laws now or hereafter in effect, with respect to the liens created pursuant to this Declaration.

6.6 Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Lots, the Common Areas, and the District, and are necessary for the continued provision of services. Accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

ARTICLE VII LIMITATION ON EXPENDITURES

Except for matters contemplated in Section 3.2, Section 3.3, or Section 3.4 of Article III above, the Master Association shall at no time expend more money within any one year than the total amount of the Assessments for that particular year, plus any surplus and applicable reserves which it may have on hand from prior years, plus any funds voluntarily contributed or loaned to the Master Association by the Developer or otherwise loaned to the Master Association by another party. The Master Association shall not have the power to enter into any contract which binds the Master Association to pay for any obligation out of the Assessments for any future year, except for (i) contracts for utilities, maintenance or similar services or matters to be performed for or received by the Master Association or its members in subsequent years, and (ii) matters contemplated in Section 3.2, Section 3.3, or Section 3.4 of Article III above. The Developer may (but shall have no obligation to) contribute or loan any funds to the Master Association.

ARTICLE VIII COMMON AREAS

8.1 The Developer shall have the right (but is not obligated) to construct and erect a swimming pool, parking lot, cabana and/or other recreational facilities ("Pool Area") in a place within the District and to make such facilities available for use by residents of the District. The size, location, nature and extent of the improvements and landscaping of the Pool Area, and all other aspects of the Common Areas that are provided by the Developer, shall be determined by the Developer in its absolute discretion.

8.2 If the Pool Area is so constructed and made available for use by residents of the District, the following shall apply:

(a) Following substantial completion and opening for use (as determined by the Developer), the Developer shall convey, without charge and free and clear of all

mortgages, security interests, and mechanic's liens, title to the Pool Area (or the completed portion thereof) to the Master Association. Such title transfer shall be by special warranty deed. The Developer shall not be required to provide the Master Association with any title insurance policy for the Pool Area. The Master Association shall cause adequate property and liability insurance to be continuously maintained on the Pool Area and, so long as Developer owns any Lots in the District, cause the Developer to be named as an additional insured on such insurance coverage.

(b) The Master Association shall pay (i) all operating expenses (as defined below) and (ii) all post construction capital expenditures (as defined below) relating to the Pool Area. The Master Association shall pay the amounts due from it under this subsection out of the Assessments collected from the Owners of the Lots in accordance with this Declaration.

(c) For purposes hereof, the "**operating expenses**" of the Pool Area generally has the meaning attributed thereto under generally accepted accounting principles, consistently applied, but shall not include (i) any costs of the Developer of acquiring, developing, improving, constructing or erecting the Pool Area or the site on which such facilities are located, (ii) any depreciation or amortization of the costs described in clause (i) above, or (iii) any financing or debt service expenses related to the costs described in clause (i) above.

(d) For purposes hereof, "**post construction capital expenditures**" means any expenditures to be made or incurred after the initial completion (as specified by the Developer) of the Pool Area for equipment, furniture, or other capital assets, including the expansion, addition or replacement of any equipment or facilities, and any other expenditures that would be capitalized under generally accepted accounting principles, consistently applied. All post construction capital expenditures shall be made by and at the discretion of the Master Association.

8.3 Subject to Section 8.2 above and Section 8.5 below, the Developer covenants and agrees to convey, by special warranty deed, all of its rights, title and interest in the Common Areas (except any part thereof that is solely a landscape easement or is within any Lot or outside of the District) to the Master Association, without any charge to the Master Association, at such time(s) as the Developer, in its absolute discretion, may determine, but in all events not later than one month after the Developer has recorded the Certificate of Substantial Completion. Such conveyance(s) shall be free and clear of all mortgages, security interests and mechanic's liens. Developer shall not be required to provide the Master Association with any title insurance policy for any of the Common Areas. Any conveyance of title by the Developer shall not require the consent of the Master Association and shall not constitute an assignment by the Developer of any of its rights, as the developer of the District, pursuant to this Declaration or any other instrument, contract or declaration.

8.4 Notwithstanding the actual date of conveyance, the Master Association shall at all times, from and after the date of its formation and at its expense, be responsible for properly

repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Common Areas (except any part thereof that is within any Lot and has not been landscaped or otherwise improved by the Developer or the Master Association), subject to any control thereover maintained by any governmental authority, utility or similar person or entity. In insuring the Common Areas, the Master Association shall cause the Developer to be named as an additional insured on the insurance coverage until the recording of the Certificate of Substantial Completion.

8.5 Each of the Developer and the Master Association, in its discretion, shall have the right to reconfigure and/or replat all or any part of the District then owned by it, including, without limitation, to make part of a Common Area tract a part of a Lot, and vice versa. In addition, each of the Developer and the Master Association shall have the right to convey to the City (but only with the City's consent) title to or easements over all or any part of the Common Areas so that they become public areas maintained by the City.

8.6 Prior to the filing of the Certificate of Substantial Completion, Developer and the project marketing company shall have the right to use any building that is part of the Common Areas for office, sales and storage purposes without payment of rent or utilities (other than telephone and internet) by the Developer or the project marketing company to the Master Association.

8.7 Each Owner who is in good financial standing with the Association, and such Owner's tenants and guests, shall have the right to use and enjoy the Common Areas for their intended purposes, subject to any rules and regulations adopted by the Master Association.

8.8 By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of a swimming pool and any diving board and/or slide, any playground and other equipment, and any pond that may be installed as part of the Common Areas. The Developer and the Master Association and their respective officers, directors, managers, representatives and agents shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. To the maximum extent permitted by law, each Owner, for himself, the members of his family, his guests, his tenants and invitees, shall be deemed to have released and agreed never to make a claim against the Developer or the Master Association or any of their respective officers, directors, managers, representatives or agents for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with the existence or use of the Common Areas, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

ARTICLE IX NOTICES

9.1 The Master Association shall designate from time to time the place where payment of Assessments shall be made and other business in connection with the Master Association may be transacted.

9.2 All notices required or permitted under this Declaration shall be deemed given if (i) deposited in the United States Mail, postage prepaid, and addressed to the Owner at the address of the Lot or (ii) sent by electronic mail to the Owner at the electronic mail address last provided by the Owner to the Master Association. Notice to one co-Owner shall constitute notice to all co-Owners.

ARTICLE X EXTENSION OF DISTRICT

The Developer shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the existing District and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any tract, street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such additional property to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable, as solely determined by the Developer in its absolute discretion.

ARTICLE XI AMENDMENT AND TERMINATION

11.1 This Declaration may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners of at least 60% of the Lots within the District as then constituted and (b) if prior to the recording of the Certificate of Substantial Completion, the Developer. After recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Master Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75% or more of the full number of directors on the Board of the Master Association and then approved by the members of the Master Association at a duly held meeting of the members of the Master Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least 60% of the Lots. Notwithstanding the foregoing, no amendment adopted under this Section may remove, revoke or modify any right or privilege of Developer under this Declaration at any time without the prior written consent of Developer.

11.2 Anything set forth in Section 11.2 of this Article to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the District or any part of the District or

any Lot in the District, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City or another government agency of some matter relating to the development of the District, (iii) the amendment is necessary to cause this Declaration to comply with any applicable law, (iv) in the opinion of the Developer, a typographical or factual error or omission needs to be corrected, (v) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the District or to add another type of Lot beyond the Villa Lots and the Twin Villas Lots, or (vi) until December 31, 2025, to make any other amendment the Developer may determine to be appropriate. No such amendment by the Developer shall require the consent of any Owner or the Master Association.

11.3 If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of the Developer and the now-living descendants of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

ARTICLE XII ASSIGNMENT

12.1 The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

12.2 The Master Association shall have no right, without the written consent of the Developer, to assign, convey, or transfer all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

ARTICLE XIII COVENANTS RUNNING WITH THE LAND

13.1 All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of all subsequent grantees of all parts of the District. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the provisions of this Declaration as applied to the Lot owned by such Owner. The provisions of this Declaration shall not benefit nor be enforceable by any creditor of the Master Association (other than the Developer) in such capacity as a creditor.

13.2 No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation or default.

13.3 No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

ARTICLE XIV GOVERNING LAW AND SEVERABILITY

14.1 This Declaration shall be governed by and construed in accordance with the laws of Kansas.

14.2 Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

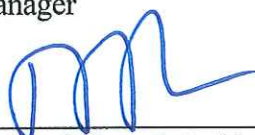
[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

THE DEVELOPER:

BRISTOL HIGHLANDS, LLC

By: J.S. ROBINSON CONSTRUCTION,
INC., Manager

By: 
Name: Jeffrey S. Robinson
Title: President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

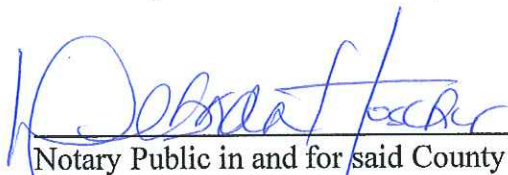
This instrument was acknowledged before me, a notary public, on February 25th, 2020 by **Jeffrey S. Robinson**, as President of J.S. ROBINSON CONSTRUCTION, INC., a Kansas corporation, as Manager of BRISTOL HIGHLANDS, LLC, a Kansas limited liability company.

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

My Commission Expires: 1-30-24



[SEAL]


Notary Public in and for said County and State

Print Name: Deborah Hoschouer

CONSENT

DesignMark Homes, LLC, as the record owner of certain of the Lots described in the foregoing Declaration, hereby consents to such Declaration and subjects its Lots to all of the terms and provisions of such Declaration.

DESIGNMARK HOMES, LLC

By: 
Jeffrey S. Robinson, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me, a notary public, on February 25th, 2020 by **Jeffrey S. Robinson**, as President of DESIGNMARK HOMES, LLC, a Kansas limited liability company.

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

My Commission Expires: 1-30-24



[SEAL]

Notary Public in and for said County and State

Print Name: Debra n fochau