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**ARBOR RIDGE TOWNHOMES**  
**DECLARATION OF RESTRICTIONS**

THIS DECLARATION is made as of the 29<sup>th</sup> day of May, 2018, by DVP, LLC, a Kansas Limited Liability Company.

WITNESSETH:

WHEREAS, DVP, LLC, has executed and filed with the Register of Deeds of Johnson County, Kansas, a plat of the subdivision known as Arbor Ridge Townhomes; and

WHEREAS, such plat creates the subdivision known as Arbor Ridge Townhomes, composed, in part, of the following described land, to-wit:

Lots 1-18 and Tract A, Arbor Ridge Townhomes.

WHEREAS, DVP, LLC, as the developer of the above-described lots, desires to place certain restrictions on such lots to preserve and enhance the values, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the developer, and all of said restrictions shall be for the use and benefit of DVP, LLC, and its future grantees, successors and assigns;

NOW, THEREFORE; in consideration of the premises contained herein, DVP, LLC, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

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

(a) The term "District" and "Arbor Ridge Townhomes" shall mean all of the lots on the plat of Arbor Ridge Townhomes, all Common Areas, if any, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(b) The term "Lot" shall mean any numbered lot contained in Lots 1 through 18, inclusive, as platted on the plat of Arbor Ridge Townhomes and any additional land that may be added to the district, and shall represent the area upon which one or more dwelling units shall be constructed. If more than one dwelling unit is constructed thereon, the lot shall be surveyed and the area of the lot to be conveyed as the site for the dwelling unit shall be described as a "parcel" and shall be given an alphabetical designation.

(c) The term "Parcel" shall mean the portion of a lot or lots upon which a dwelling unit is constructed and contained in Lots 1 through 18, inclusive; as shown on a certificate of survey of a lot or lots of the plat of Arbor Ridge Townhomes, or upon a certificate of survey of any lot or lots included in any additional land that may be added to the district. Such certificate of survey shall be filed with the Register of Deeds of Johnson County, Kansas, and shall specifically describe the portion of the lot or lots comprising a parcel and each parcel shall be given an alphabetical designation.

(d) The term "Unit" as used herein shall be deemed to mean a portion of a common structure or a single structure located within the district as previously defined herein consisting of one or more rooms on one or more floors of such a structure together with fee simple title in the lot or parcel conveyed with such unit and intended for use as a single family dwelling. The boundaries of a unit shall extend to the center of all party walls (floors or ceilings) and shall include the interior and exterior of all walls, floors and ceilings which are not shared with other units, and other areas within the boundaries of the unit and shall always include fee simple title to the lot or parcel conveyed therewith. Ownership of a unit shall include, subject always however to easements herein reserved, the right to exclusive possession, the use and enjoyment of surfaces of all its perimeter walls, floors and ceilings and of all supporting walls, fixtures and other parts of the buildings within the boundaries of said unit, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorate the interior surfaces only of the same. In any deed, mortgage, lease or other instrument of conveyance or encumbrance of, or by which a lien is created upon any interest or estate in a unit or units located on the property described within the district it is sufficient to describe the lot or parcel on which any such unit is located. Each unit shall be deemed to be a separated parcel for all purposes of taxation and assessment of real property, and no other unit or part of the property within the district shall be charged with the payment of such taxes and assessments.

(e) The term "Common Areas," if any, shall mean (i) any entrances, monuments, berms, other similar ornamental areas, greenways and related utilities, lights, sprinkler systems and landscaping which is existing or constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, (ii) all landscape easements that may be granted to the Developer and/or the Association, for the use, benefit and enjoyment of all Owners within the District, (iii) any lettered tracts of land recorded 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, whether or not any "Common Area" is located on the Lot or Parcel and any such areas on any additional property which hereafter may be made subject hereto in the manner provided herein.

(f) The term "Developer" shall mean DVP, a Limited Liability Company, and its successors and assigns.

(g) The term "Owner" shall mean the record owner(s) of title to any Lot, Parcel or Unit, including the Developer, and for purpose for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(h) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure of any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, tree house or other recreational or play structure.

(i) The term "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or 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 its discretion at any time and for any limited purpose hereunder.

(j) The term "Association" shall mean Arbor Ridge Townhomes Management Association, (hereinafter "Association") a Kansas corporation to be formed by or for the Developer for the purpose of serving as the association for the District.

(k) The term "Board" shall mean the Board of Directors of the Association.

(l) The term "Architectural Committee," with respect to the District or any portion thereof as may be designated by the Developer, shall mean the Developer or its designees from time to time, until six months after the date that all Lots are sold and closed, then the Association shall serve as the Architectural Committee. The Association may delegate said authority to a duly authorized and elected committee.

2. Use of Land. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitations, builders and real estate sales agencies) authorized by the Developer, or the City of De Soto from using temporary buildings or structures or any residence or clubhouse for model, office, sales, or storage purposes during the development of the District.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, wood siding, wood paneling, plate glass, glass blocks, or any combination thereof, except as otherwise approved in writing by the Developer.

(b) Front façade of such residences shall have a minimum of 30 percent of stucco, brick, stone or artificial stone, or any combination thereof.

(c) All windows shall be constructed of glass, wood, metal clad, vinyl and wood laminate, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof.

(d) All roofs shall be covered with laminated asphalt shingles (timberline or equivalent), weathered wood color, with a minimum 30 year written manufacturers warranty.

(e) Notwithstanding the foregoing provisions of this Section 3 requiring specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area shall be acceptable upon written approval of the Developer, and the City of De Soto.

(f) All wood exteriors shall be covered with a workmanlike finish of high quality paint, color of which will be approved by the Developer consisting of one of each body, trim, and accent color from the approved Arbor Ridge Townhomes color chart.

(g) No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than six months after commencement of construction.

(h) All exterior basement foundations and walls that are exposed in excess of 24 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure.

(i) No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of the any residence.

(j) No changes to building plans are allowed without the written approval of the Developer.

#### 4. Approval of Plans and Post-Construction Changes.

(a) Notwithstanding compliance with the provisions of Section 3 above, no Unit or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location and elevations have been submitted to and approved in writing by the Developer or, in the case of Exterior Structures to the extent provided in Section 8 below, the Architectural Committee. No change or alteration in such building plans, specifications, exterior materials, location and elevations shall be made unless and until such change or alteration has been submitted to and approved in writing by the Developer or Architectural Committee, as the case may be.

(b) Following the completion of construction of any residence or Exterior Structure, no significant color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roof and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Architectural Committee.

5. Grading. No changes in the final grading of any Lot shall be made without the prior written approval of the City of De Soto. The Developer shall have no liability or responsibility to any builder, owner or other party for failure of a builder or owner to final grade or maintain any Lot in accordance with the City of De Soto or the Developer's not requiring a lot grading plan and compliance therewith.

6. Set Backs. No residence, or any part thereof inclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Developer or the Architectural Committee, as the case may be, shall have the right to increase, from time to time and in its absolute discretion, the set back lines for a specific Lot to the extent they are greater than minimum set backs required by the City of De Soto, Kansas, by filing an appropriate instrument in writing in the office of the Register of Deeds of Johnson County, Kansas, prior to the initial sale of said lot.

#### 7. Commencement and Completion of Construction.

(a) Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within twelve months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within six months after such commencement. In the event such construction is not commenced within such six month period (or extension thereof, if any), the Developer shall have,

prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at its original sales price. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

(b) No building material of any kind or character shall be placed or stored upon any Lot until the fee holder thereof is ready to commence improvements, and then the material shall be placed only within the property lines of the lots upon which the improvements are to be erected.

#### 8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location and elevations and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in the Declarations; provided, however, that the approval of the Architectural Committee shall not be required for (i) any Exterior Structure erected by or at the request of the Developer or (ii) any Exterior Structure that (A) has been specifically approved by the Developer prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer and (B) has been built in accordance with such approved plans.

(b) All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood. All fences and privacy screens shall be constructed with the finished side out. All fences shall be four feet in height and shall be constructed with aluminum fencing such as Independence fencing by Master Halco, or similar fencing of other brands, or fencing specifically approved by the Developer or Architectural Committee shall be permitted and . Privacy screens shall be constructed of wood or other ornamental materials approved by the Developer or the Architectural Committee. No chain link or similar fence or privacy screen shall be permitted in the District. Unless and until otherwise specifically approved in writing by the Developer or the Architectural Committee, as the case may be (i) no privacy screen shall exceed six feet in height, shall extend into the side yard and shall not extend more than fifteen feet past the rear of the home; (ii) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the front property line than the rear corners (as defined by the Developer) of the residence; (iii) any fence or boundary wall shall be constructed or maintained along the property lines of the Lot; and (iv) all fence layout and designs must be approved in writing by the developer or Architectural Committee and a proper permit obtained from the City of DeSoto.

(c) No above-ground swimming pools shall be permitted. All pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(d) All outside doghouses shall be located in the backyard, shall be up against or within two feet of the residence, shall be painted (where appropriate) the same color as the residence and shall have roofs (where appropriate) that are compatible with the residence. No other animal shelters or animal runs shall be permitted.

(e) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

#### 9. Building or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an

Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City of De Soto, Kansas.

(b) No noxious or offensive activity shall be carried on with respect to any Lot; nor shall any grass clippings, trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the District, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept maintained in good condition and repair at all times. All lawns and plantings shall be maintained in an acceptable condition to the Association's regulations.

(c) Unlicensed or inoperative motor vehicles are prohibited.

(d) Overnight parking of motor vehicles of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the District except during such time as such truck is actually being used for the specific purpose for which it is designed.

(f) No vehicle (other than a passenger automobile or van), truck, bus, boat, trailer, camper or similar apparatus shall be left or stored for more than 48 hours on any Lot, except in an enclosed garage.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish larger than 18 inches in diameter, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections on the District, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots.

(h) No lights or other illumination (other than street lights) shall be higher than the residence, and shall not be directly illuminating onto adjacent property.

(i) No garage sales, sample sales or similar activities shall be held within the District without prior written consent of the Association.

(j) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

(k) All lines, wires, pipes or other apparatus for residential services or utilities shall be underground.

(l) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three months.

(m) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot without the consent of the Developer or Architectural Committee.

(n) No outside or underground fuel storage tanks of any kind shall be permitted. Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the Lots nor shall oil wells, tanks, tunnels, mineral excavations or

shafts be permitted upon or in any of the building sites covered by these covenants, except in compliance with existing easements.

(o) No driveway shall be constructed in a manner as to permit access to a street across a rear lot line.

(p) No sign, advertisement or billboard may be erected or maintained on any Lot except that:

(i) One sign not more than three feet high nor more than three feet wide, not to exceed a total of nine square feet, may be maintained offering the residence to sale or lease.

(ii) One garage sale sign not more than three feet high or three feet wide, not to exceed a total of nine square feet, is permitted on the Lot when the sale is being held, provided such signs are removed within 24 hours after the close of the sale, and provided said sale has been approved by the Association.

(iii) One political sign per candidate or issue and not more than three feet high nor more than three feet wide, not to exceed a total of nine square feet, is permitted for up to three weeks before the election but must be removed within 24 hours after the election.

(q) No burning of trash shall be permitted. No trash, refuse, or garbage can or receptacle shall be placed on any Lot outside a residence except after sundown of the day before or upon the day for regularly scheduled trash collection.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Parcel of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas, Lots or Parcels owned by others. The right of an occupant to maintain an animal in a unit or on any Lot shall be subject to termination if the Developer or Association, in their full and complete discretion, determine that maintenance of the animal or animals constitutes a nuisance or creates a detrimental effect on the District, or its occupants.

11. Lawns, Landscaping and Gardens. Prior to occupancy, and in all events within six months after commencement of construction of the residence, all lawns, including all area between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded with fescue grass and shall remain fully sodded at all times thereafter. No lawn shall be planted with zoysia grass. Prior to occupancy, and in all events within six months following commencement of construction of the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the District and in accordance with the plans approved by the Developer. All vegetable and flower gardens shall be located behind the rear corners of the residence and a least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed two hundred square feet in size on any Lot, except with the prior written consent of the Developer or Architectural Committee.

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefore, over, under, upon and through all easements and right-of-way shown on any recorded plat of the District or any Common Area. All utility easements

and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Association and maintaining any Common Area.

13. Common Area (If any).

(a) The Developer and its successors, assigns, and grantees, as Owners, and the Association shall have the right and easement of enjoyment in and to all of the Common Areas, if any, but only for the intended use of such Common Area. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(b) The Developer covenants and agrees to convey by warranty deed its rights, title and interest in the Common Areas, if any, (except any part thereof that is within any Lot or outside of the District) to the Association, without any cost to the Association, within thirty days after the Developer has recorded its Certificate of Substantial Completion. Notwithstanding the actual date of transfer, except as otherwise provided in an agreement with the Developer, the Association shall at all times, from and after the date of its formation and at its expense, be responsible for properly repairing, replacing, maintaining, operating and insuring, as applicable, all Common Areas, if any, (except any part thereof that is within any Lot and has not been landscaped or otherwise improved by or for the Developer or the Association), subject to any control thereover maintained by any governmental authority, utility or similar person or entity. Any transfer of title by the Developer 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. In insuring the Common Areas, the Association shall cause the Developer to be named as an additional insured on the insurance coverage until all Lots are sold and closed.

(c) The ownership by the Association of any Common Area, if any, and the right and easement of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Developer or Architectural Committee.

(e) Subject to the foregoing, the Developer and the Association shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

14. Architectural Committee.

(a) Unless the Developer, in its sole discretion, assigns this authority at an earlier time or files a Certificate of Substantial Completion, the Developer shall serve as the Architectural Committee until six months after the date that all Lots are sold and closed, then the Association shall serve as the Architectural Committee. The Association may delegate said authority to a duly authorized and elected committee.

(b) At each meeting, the Architectural Committee shall consider and act upon applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the



individual members of the Architectural Committee, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the District, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions.

15. No Liability for Approval or Disapproval. Neither the Developer, nor the Association, nor any member of the Architectural Committee nor the Board shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

16. Covenants Running with Land; Enforcement. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come. The Developer, and its successors, assigns and grantees, and all parties claiming, by through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that neither the Developer, the Association nor any person or entity shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restrictions or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during his seisin of title to such Lots; provided, however, that (i) the immediate grantee for the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided below, prior to the transfer of ownership.

The Developer and/or the Association shall have right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Association may file with the Register of Deeds of Johnson County, Kansas a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its right or remedies with respect to a violation of the 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.

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

17. Assignment of Developer's Rights. The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and sell 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. Such assignee and its

successors and assigns shall have the right and authority to further assign, convey, transfer and sell over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

**18. Release or Modification of Restrictions.**

(a) The provisions of this Declaration of Restrictions shall remain in full force and effect until December 31, 2045, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2045, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Register of Deeds of Johnson County, Kansas, an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2045, or to a subsequent expiration date, whichever is applicable. Prior to this time, but after the recording of the Certificate of Substantial Completion, the provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement executed by the Homes 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 Homes Association and then approved at a duly held meeting of the members of the Homes Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least 60% of the Lots.

(b) Notwithstanding anything set forth in Section 18 (a) to the contrary and until the filing of the Certificate of Substantial Completion, the Developer shall have the absolute, unilateral right, power and authority to revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Register of Deeds of Johnson County, Kansas an instrument for such purpose. No such amendment by the Developer shall require the consent of any Owner.

(c) 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 children and grandchildren of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

**19. Right of Repair and Assessment of Costs by Association.** Each Owner of a Unit shall maintain the exterior of his, her or its Unit, including, but not limited to, air-conditioning equipment, exterior entry and exit doors, ornamental facing, plate glass, siding, brick, stone, stucco, concrete, fencing, and glazing, and adjacent areas in good repair and condition, clean and free of debris, at all times. Should any Owner neglect or refuse to make any repairs reasonably required as maintenance to the Unit, including repairs required to be made as a result of fire or other casualty, or refuse to clean exterior of the Unit or its adjacent grounds, within a reasonable time after the giving of ten (10) days written notice from the Association that they are needed, the Association may have such repairs or cleaning made at the expense of the lessor or Owner and may assess the cost of such repairs or cleaning against the Owner or as a lien against the Unit. In the event the Association incurs any expense for repairs, maintenance, or cleaning that are the duty of the Owner to perform, the Association may demand repayment of the same from the Owner, and the Owner shall make payment within forty-five (45) days after the demand as an assessment against the Owner and the Unit, enforceable in the same way as other assessments against the Unit are enforced. This procedure is set forth in the Homes Association Declaration of Arbor Ridge Townhomes Management Association.

There shall be no obligation on the part of the Association to make any of the repairs or cleaning allowed of it in this section, and the Association shall not be liable to any Owner for any loss or damage caused by any failure of the Association to make any repairs or cleaning allowed of it under this section. No Owner shall call on the Association to make any improvements, repairs

or cleaning whatever to a Unit, except as may be expressly agreed between the Association and the Owner in a separate management agreement.

In spite of the provisions of this section, in the event repairs or cleaning that the Association is allowed to make under this section become immediately necessary in order to avoid possible injury or damage to persons or property in the opinion of the Association, the Association shall be entitled to make such repairs or cleaning without giving the required notice. Each Unit Owner hereby grants such consent for entry in and upon his, her or its Unit as many be necessary and proper for the Association to perform any repairs or cleaning allowed of it under this section, and each Owner hereby waives any and all damages for trespass or other tort, except for the gross negligence of the Association in performing any repairs or cleaning allowed of it under this section.

20. Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishings of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is rental to one or more persons of a portion of a Unit only. No lease may be made of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof and any other documents governing the Association, e.g., declaration, bylaws, etc., and to the rules and regulations promulgated from time to time by the Association, and shall provide that the failure by the tenant to comply with the terms of the Associations governing documents shall be a default under the lease. Prior to the commencement of the term of a lease, the Unit owner shall notify the Association, in writing, the name or names of the tenant or tenants and the time during which the lease shall be in effect.

21. Loss of Owner's Rental Management Authority. Whenever the Developer or the Board has determined that a violation of this Declaration has occurred and is continuing with respect to a tenant occupied Unit, and the Developer or the Association has filed with the Register of Deeds of Johnson County, Kansas a certificate setting forth public notice of the nature of the breach and the Unit involved, upon the termination of the tenant's lease of said unit, the Association, at its option, may elect to become the exclusive manager for leasing, rental and operation for investment purposes of said Unit for the remainder of the record Owner's ownership of the property and for so long as the Unit is not occupied by the Owner.

22. Association as Exclusive Manager. If the Association or an affiliate or subsidiary thereof, becomes the exclusive manager for leasing, rental and operation for investment purposes of a Unit not occupied by the Owner thereof. The Association, or its designated affiliate or subsidiary, shall provide Owner with the services customarily provided for management of residential rental properties, including the following:

(a) Accounting. The Association shall keep all accounts and supervise all audits and bookkeeping. All records related to the Owner's Unit shall be open to the inspection of Owner or Owner's agents, counsel, or auditors at all reasonable hours.

(b) Referrals and advertising. The Association shall exert reasonable efforts to lease Owner's Unit from the pool of Units available for lease from time to time, without preferring any Unit over another, and will follow a program of advertising of available Units in conformity with local practice for residential real estate managers.

(c) Fidelity Bonds. The Association shall maintain adequate fidelity bonds on employees engaged in the Association's management operations, the premiums for which shall be charged as operating costs of the Association.

(d) Deposit and application of funds. All funds derived from the Association's management operations shall be deposited by the Association in an insured account designated as being a trust fund for the benefit of the Owners as their interests may appear. Rents received by the Association on behalf of the Owners will not be commingled with the regular operation funds of the

Association. The rents received by the Association on a particular Unit shall be expended by the Association on the operation of said Unit and on the payment of maintenance, utilities, mortgage, taxes, and insurance thereon. Any excess funds are to be duly accounted for monthly to Owner.

(e) The Association shall have full power and authority to hire and discharge employees necessary for the operation of the Unit and to fix their compensation, and to approve and establish reasonable charges and allowances for services rendered by employees of the Association, however, the Association shall not enter into any agreement for repairs or maintenance of a Unit in excess of one month rent without the express written consent of Owner, except in case of emergency.

(f) All expenses, costs or damages incurred in the operations of the Unit shall remain the obligation of the Owner, even if in excess of rents received by the Association and shall be payable to the Association on demand.

(g) As compensation for services to be rendered in accordance with this agreement, the Association shall receive a management fee from the gross rentals received, payable at the time of receipt of said rent.

(h) The management services by the Association shall be subject to termination by the Owner in the event the Association shall violate any one or more of the terms of this contract, which violation shall result in inefficient management or other conditions detrimental to the operation of the Unit. If Owner deems that the Association has violated the terms of this contract or that this contract is subject to termination for any reason stated in this contract, it shall give the Association written notice, specifying the manner in which this contract has been violated and granting the Association thirty days within which to comply with the objections. If the Association shall fail or refuse to comply with any valid objection so made within thirty days from receipt of the written notice, Owner may terminate the management services of the Association. Any notice shall be delivered to the Association and may be delivered in person or by registered mail, addressed to such address as may be furnished by the Association.

(i) If the revenues derived from the operation of the Unit shall be insufficient to pay and discharge all items of expense, interest, and principal requirements specified in paragraph (d) of this section, this agreement may be terminated by the Association unless the Owner advances the necessary funds to meet the expenses. Should the Owner fail to advance any funds necessary for this purpose, the Association shall be reimbursed for its advances out of future receipts derived from the operation of the Unit.

(j) The Association may not assign the management of the Unit, or any of the rights and duties connected therewith, to any person or entity not affiliated with the Association, without the written consent of Owner. Owner shall have the right to assign its part of the management agreement only on the sale of the Unit to a third party. Any subsequently executed agreement between the Association and the Owner shall control over the terms hereof to the extent that it may be inconsistent with the terms hereof.

23. Extension of District. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to any street or right-of-way) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land 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 discretion.

24. Severability. 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 any part thereof, but they shall remain in full force and effect.

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

THE DEVELOPER:  
DVP, LLC,  
A Limited Liability Company

By: Donald G. Parr, Jr. By: Victoria L. Parr  
Donald G. Parr, Jr. Victoria L. Parr  
Title: Manager/Member Title: Member

STATE OF KANSAS )  
COUNTY OF Johnson ) SS

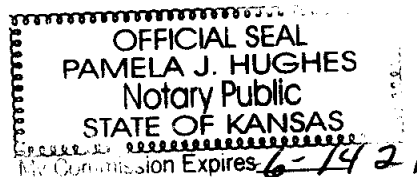
This Arbor Ridge Townhomes Subdivision Declaration of Restrictions was acknowledged before me on May 29<sup>th</sup>, 2018, by Donald G. Parr, Jr., Manager/Member in and on behalf of DVP, LLC, a Kansas Limited Liability Company.

Pamela J. Hughes  
Notary Public

My commission expires:

6/14/21

STATE OF KANSAS )  
COUNTY OF ) SS

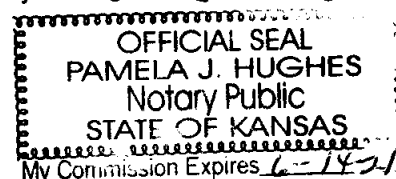


This Arbor Ridge Townhomes Subdivision Declaration of Restrictions was acknowledged before me on May 29<sup>th</sup>, 2018, by Victoria L. Parr, Member in and on behalf of DVP, LLC, a Kansas Limited Liability Company.

Pamela J. Hughes  
Notary Public

My commission expires:

6/14/21



JO CO KS BK:201805 PG:009720  
20180530-0009720  
Pages: 14 F: \$242.00 5/30/2018  
Register of Deeds 10:45 AM  
T20180028428

**HOMES ASSOCIATION DECLARATION  
OF  
ARBOR RIDGE TOWNHOMES MANAGEMENT ASSOCIATION**

THIS DECLARATION, made this 29<sup>th</sup> day of May, 2018, by DVP, a Kansas Limited Liability Company.

**WITNESSETH:**

WHEREAS, the DVP, LLC, has executed and filed with the Records and Tax Administration of Johnson County, Kansas, a plat of the subdivision known as Arbor Ridge Townhomes; and

WHEREAS, such plat creates the subdivision known as Arbor Ridge Townhomes, composed, in part, of the following described land, to-wit:

Lots 1-18 and Tract A, Arbor Ridge Townhomes.

WHEREAS, DVP, LLC, is now developing said land for residential purposes, and it is its desire to continue the development of such land for such purposes, and to create and maintain a residential neighborhood possessing features of more than ordinary value to a residential community.

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to accomplish the foregoing, DVP, LLC, does now by these presents subject the following real property, to-wit:

Lots 1-18 and Tract A, Arbor Ridge Townhomes;

to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

## DEFINITIONS OF TERMS USED

The term "District" and "Arbor Ridge Townhomes" shall mean all of the lots on the plat of Arbor Ridge Townhomes, all Common Areas, if any, and all additional property which hereafter may be made subject hereto in the manner provided herein.

The term "Board" means the Board of Directors of the Arbor Ridge Townhomes Management Association.

The term "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer with the Register of Deeds of Johnson County, Kansas, stating that all of the Lots in the Subdivision (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 Homes Association or any other person or entity.

The term "City" means the City of De Soto, Kansas.

The term "Common Areas," if any, shall mean (i) any entrances, monuments, berms, other similar ornamental areas, greenways and related utilities, lights, sprinkler systems and landscaping which is existing or constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, (ii) all landscape easements that may be granted to the Developer and/or the Association, for the use, benefit and enjoyment of all Owners within the District, (iii) any lettered tracts of land recorded 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, whether or not any "Common Area" is located on the Lot or Parcel and any such areas on any additional property which hereafter may be made subject hereto in the manner provided herein.

The term "Common structure" shall mean a group of dwellings, each unit of which is erected within the sidelines of one or more lots and which collectively give the exterior impression of constituting a single building.

The term "Developer" shall mean DVP, LLC, a Kansas Limited Liability Company, and its successors and assigns.

The term "Lot" shall mean any numbered lot contained in Lots 1 through 18, inclusive, as platted on the plat of Arbor Ridge Townhomes, and any additional land that may be added to the district pursuant to Section 7 hereof, and shall represent the area upon which one or more dwelling units shall be constructed. If more than one dwelling unit is constructed thereon, the lot shall be surveyed and the area of the lot to be conveyed as the site for the dwelling unit shall be described as a "parcel" and shall be given an alphabetical designation.

The term "Owner" shall mean the record owner(s) of title to any Lot, Parcel or Unit, including the Developer, and for purpose for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

The term "Parcel" shall mean the portion of a lot or lots upon which a dwelling unit is constructed as shown on a certificate of survey of a lot or lots of the plat of Arbor Ridge Townhomes, or upon a certificate of survey of any lot or lots included in any additional land that may be added to the district pursuant to Section 7 hereof. Such certificate of survey shall be recorded with the Register of Deeds of Johnson County, Kansas, and shall specifically describe the portion of the lot or lots comprising a parcel and each parcel shall be given an alphabetical designation.

The term "Single structure" shall mean a single building under single ownership for a single family.

The term "Tract" shall refer to a Lot, Parcel or Unit.

The term "Turnover Date" means the earlier of: (i) the date the Developer records a Certificate of Substantial Completion with the Recording Office, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

The term "Unit" as used herein shall be deemed to mean a portion of a common structure or a single structure located within the district as previously defined herein consisting of one or more rooms on one or more floors of such a structure together with fee simple title in the lot or parcel conveyed with such unit and intended for use as a single family dwelling. The boundaries of a unit shall extend to the center of all party walls (floors or ceilings) and shall include the interior and exterior of all walls, floors and ceilings which are not shared with other units, and other areas within the boundaries of the unit and shall always include fee simple title to the lot or parcel conveyed therewith. Ownership of a unit shall include, subject always however to easements herein reserved, the right to exclusive possession, the use and enjoyment of surfaces of all its perimeter walls, floors and ceilings and of all supporting walls, fixtures and other parts of the buildings within the boundaries of said unit, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorate the interior surfaces only of the same. In any deed, mortgage, lease or other instrument of conveyance or encumbrance of, or by which a lien is created upon any interest or estate in a unit or units located on the property described within the district it is sufficient to describe the lot or parcel on which any such unit is located. Each unit shall be deemed to be a separated parcel for all purposes of taxation and assessment of real property, and no other unit or part of the property within the district shall be charged with the payment of such taxes and assessments.

#### SECTION 1. MEMBERSHIP IN ASSOCIATION

(a) Every Owner a Member. The owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an Association, which is hereby created and established, to be known as Arbor Ridge Townhomes Management Association (hereinafter referred to as "Association"). The Association shall be incorporated under the laws of the State of Kansas as a corporation not for profit. Membership in the Association shall be limited to the owners of land within the boundaries of the district as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

(b) Classes of Voting. Until the Turnover Date, the 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, Parcel or Unit 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. After the Turnover Date, there shall be only one class of membership which shall consist of the Owners of each Lot, Parcel or Unit in the Subdivision and every such Owner shall be a member. When more than one person holds an interest in any Lot, Parcel or Unit, all such persons shall be members; however, in no event shall more than one vote be cast with respect to any one Lot, Parcel or Unit

## SECTION 2. FIDUCIARIES, MINORS, JOINT OWNERSHIP

Fiduciaries and minors who are owners of record of a Tract or more than one thereof, may vote their respective interests as owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a Tract, each may exercise such proportion of the voting power of all owners of his or her Tract which is equivalent to his or her proportionate interest in the Tract, but in no event shall more than one vote be cast with respect to any Tract owned by Class B members.

## SECTION 3. FIDUCIARY VOTING

When any person has furnished to the Association proof, satisfactory to the Association, of his appointment and qualification as executor under the last Will of a deceased Tract owner; an administrator of the estate of such a Tract owner; a guardian, committee or conservator of the estate of a ward or disabled person who is a parcel owner; a trustee in bankruptcy or such a Tract owner; or a statutory or judicial receiver or liquidator of the estate or affairs of such a Tract owner; an assignee for the benefit of creditors of a parcel owner or any other fiduciary or representative, such fiduciary may vote as though he were the Tract owner.

## SECTION 4. POWER AND DUTIES OF THE ASSOCIATION

At all times the owners of a Tract hereinabove described or hereafter created are restricted, pursuant to the separately recorded Arbor Ridge Townhomes Declaration of Restrictions (hereinafter referred to as "Declaration of Restrictions") and Property Owners' Agreement of Arbor Ridge Townhomes (hereinafter referred to as "Property Owners' Agreement") against any of the following acts:

(a) Painting or repainting, staining or restaining the exterior of any dwelling, painting or repainting, staining or restaining the surface of any fence or deck;

(b) Mowing, weed eating, spraying for weeds and fertilizing any lawns within the confines of the yard of any Tract or of the common area contiguous thereto, if any (lawn care specifically excludes watering which shall be the sole responsibility of the Owner);

(c) Trimming and replanting trees and shrubbery (tree care specifically excludes watering which shall be the sole responsibility of the Owner) within the confines of the front yard of any Tract or the common area contiguous thereto, if any, nor otherwise changing the landscaping thereof, except upon prior written consent of the Board;

the Association shall have the power and duty to do any and all of the restricted acts hereinabove set out at its expense. (The owners of the Tracts hereinabove described or hereafter created shall be deemed to be restricted against the doing of any of the hereinabove described acts even if such acts may, under the terms of such Declaration of Restrictions or Property Owners Agreement then in force, be done by said owner upon the demand of his mortgagee to prevent

waste.) Upon the written request of the owner of a Tract hereinabove described or hereafter created to perform any one or more of the restricted acts hereinabove in this Section 4 set out, the Association shall determine that such work does reasonably need to be performed, it shall proceed to do the same at its expense, performing such work in such manner as to maintain the architectural integrity of the structure in its original form and the color and texture of the façade. If the Association shall determine that such work or any of it does not reasonably need to be performed, it shall refuse to comply with said request in full or in part. If the decision of the Association is against the owner making such request, the said owner shall be estopped from making a further request covering the same work, or any part thereof, for a period of six (6) months following the date of such adverse decision.

In addition to the rights and obligations hereinabove set out in this Section 4, the Association shall at all times have the right, in its discretion, to go upon the private property of any of the owners of the Tracts hereinabove described or hereafter created and do, at its expense, the work hereinabove or hereinafter provided for in this Section 4 without the request of the owner thereof so to do and with or without the consent of said owner.

The Association shall have the power and obligation to accept from Developer or its assigns the conveyance of all its right, title and interest in and to any and all common areas, if any, now existing or subsequently created by separate instrument, or designated as common areas on the plat of any additional land which may later be added to the district as provided in Section 7 hereof.

The Association shall have the following powers and duties that it shall exercise and perform:

(1) To accept from the owners of the individual dwelling units such easements as may be necessary to allow for any and all maintenance of any of the structures or appurtenances therein, thereon or thereto.

(2) To pay all real estate taxes, personal property taxes, special assessments or any other tax assessed against the common areas, if any, or improvements thereon, if any, or assessed against the common areas, if any, because said land is located in any established benefit district. This obligation to pay taxes shall be binding upon the Association whether the common area is titled to the name of the Association or not, but shall only extend to land actually platted or designated as common areas on any certificate of survey filed as provided herein. In an year in which additional land is platted and added to the district as provided in Section 7 hereof, the taxes attributable to the common area shall be prorated between the Association and the owner of the additional land as of the date the land is platted.

The Association shall have, in addition, the following powers and duties that it may exercise and perform whenever in its discretion to may deem them necessary or desirable, namely:

(1) To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however that this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modification as are permissible in the deeds, declarations or contracts in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist, and provided further that such enforcement right shall extend to the provisions of the Property Owners Agreement to be recorded in the office of the Register of

Deeds of Johnson County, Kansas. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restrictions.

(2) To manage and control as trustee for its members all public streets, sidewalks, and other public places, if any, and on any land which may later be subjected to the terms of this document as provided for in Section 7 hereof, and nay and all improvements thereon, provided that such management and control of said places and improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which said places and improvements are located.

(3) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

(4) To once annually trim and replant trees on all streets, front yards and in other public places where trees have once been planted, when such services are not available from any public source, and to once annually trim, remulch and replant shrubbery within the confines of the front yards and in common areas, if any, and on any land which may later be added to the district as provided for in Section 7 hereof.

(5) To mow, care for, maintain and remove all rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the district neat in appearance and in good order.

(6) To provide for the plowing and removal of snow from streets, and apply ice melt to sidewalks within 24 hours of the end of the snowfall, when such services are not available from any public source and to arrange for the removal of snow from unobstructed driveways and walkways situated on the lots or parcels located within the District, however, snow removal may not be provided when the snow fall is less than 3 inches.

(7) To provide for the maintenance of the common areas, if any, and improvements thereon, if any, and on land designated as common areas on the plat of any additional land which may later be added to the district as provided in Section 7 hereof.

(8) To provide such lights as the Association may deem advisable on streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(9) To mow, weed eat, spray for weeds, fertilize, resow grass and or replace sod, within the confines of any lot or parcel.

(10) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(11) To paint, repaint, stain or restrain the exterior of any dwelling, fence or deck every 10 years as the Association may determine necessary and appropriate.

(12) To exercise control over such easements as it may acquire from time to time.

(13) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes and special assessments on such real estate as may be owned by it; and to pay such taxes and assessments as may be assessed against land in streets, common areas and other public or semi-public places within the district.

(14) To levy and collect the assessments which are provided for in this Declaration.

## SECTION 5. INSURANCE

(a) The Owners and the Association shall carry liability insurance, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the Common Areas, if any, and administration of the District. Each Owner shall be obligated and responsible for obtaining liability, fire and extended coverage and vandalism and malicious mischief insurance with respect to such Owner's buildings and all other improvements constructed or to be constructed, and Owner's contents.

(b) Each individual Owner shall indemnify and hold harmless the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within the Owner's Unit, and each individual Owner shall carry insurance to secure the indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Owner, however, and the Association and all Owners shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions so that the insurer waives its right of subrogation as to any claims against any Owner or the Association..

(c) The Board of Directors of the Association, or its trustee may obtain and maintain to the extent obtainable, the following insurance:

(1) Fire and other hazard insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all of the common areas, if any, all improvements thereon, if any, and fixtures thereon, if any, initially installed by the Developer, together with all service equipment thereon, if any, in such amount as may be designated adequate by the Board of Directors.

(2) Public Liability Insurance in such limits as the Board of Directors may from time to time determine, covering the common areas and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(3) Such other insurance as the Board of Directors of the Association may determine from time to time to be desirable, including errors and omissions coverage or public officials liability coverage for individual members of the Board while serving in such capacity.

(4) Premiums on insurance policies purchased by the Association shall be paid promptly by the Association and charged as common expenses.

## SECTION 6. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the owner or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

## SECTION 7. OTHER LANDS – HOW THEY MAY BE ADDED

Developer shall have and expressly reserves the right from time to time to add to the district such other land as it may now own or hereafter may acquire (and/or to approve for addition land owned by others), provided that the land so added to the district shall at that time be bound by all of the terms of this Declaration and any future modifications thereof.

## SECTION 8. METHOD OF PROVIDING GENERAL FUNDS

(a) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all privately owned lots or parcels on which a unit has been erected and conveyed to a Class B member and lying within the boundaries of the district 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 in monthly installments in advance or at such other times as the Association may determine in advance by the respective owners of the said assessable land subject thereof, which said assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of Arbor Ridge Townhomes, on which units have been erected and conveyed to a Class B member, together with such other lots and parcels as may from time to time be added to the said district as herein provided and on which units have been erected. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for each lot or parcel on which a unit has been erected and originally occupied and is within the district as now or hereafter established; provided, however, that in respect to the year in which a unit is originally occupied, the assessment for the said year shall be prorated on the basis of the date of occupancy of said unit. The initial annual assessment shall be \$1,200.00. The Association through its Board of Directors may increase the initial annual assessment and subsequent annual assessments by an amount up to 10% of the previous years annual assessment.

(b) The maximum annual assessment upon each parcel as aforesaid may be increased by an amount not exceeding one hundred percent (100%) of the amount of the annual assessment for the previous year which the Association may levy and collect from year to year, provided that a meeting of the members specially called for that purpose, prior to the date upon which the assessment is levied for the first year for which such increase is proposed, a majority of the members present at such meeting authorize such an increase by an affirmative vote therefore; and provided further, that the maximum annual assessment upon each parcel as aforesaid may be increased by an unlimited amount, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, seventy-five percent (75%) of the members present at such meeting authorize such an increase by an affirmative vote therefor.

(c) Unless the increases provided for in Paragraph (b) of this Section 8 are specifically limited by the resolutions in which they are contained to be for a specified period they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of Paragraph (d) of this Section 8 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(d) It is recognized that during the period of the time this agreement may be in effect, that substantial changes may occur in the economic status of the United States as a whole and of the Johnson County, Kansas, area in particular, and that in the event of such economic change, either by inflation or deflation, that there should be a provision by which the maximum annual assessment provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof. It is therefore provided that a resolution to such effect, adopted at a meeting of the Association specially called for that purpose, two-thirds (2/3) of the members present at such meeting voting in the affirmative therefor, shall be sufficient to require the Association to request the Board of County Commissioners (hereinafter referred to as the Board) of Johnson County, Kansas, to set a new and reasonable maximum annual assessment for the purposes provided for herein, based on the then current economic conditions, the change to be effective commencing on the first day of the next succeeding year. In the event, however, that the said Board should refuse to act, the Association shall petition the District Court of Johnson County, Kansas, to name a board of three (3) disinterested parties to act in the stead of said Board. The decision of a majority of either of such boards shall be final and conclusive and shall be effective until amended by further action of the said Board or a board selected by the said District court, both under the provisions of this paragraph.

(e) Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraphs (b), (c) or (d) of this Section 8 for increasing or decreasing the permissible maximum amount of the annual assessment it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

(f) The initial assessment shall be for the calendar year beginning January 1, 2019, and shall be payable in monthly installments beginning on January 1, 2019, and payable on the first of every month thereafter. It will be the duty of the Association to notify all owners of assessable lots or parcels whose address is listed with the Association, on or before that date, giving the amount of the assessment on each tract owned by them and the date or dates when such assessment is due. Failure of the Association to levy the assessment prior to January 1<sup>st</sup> of each year for the next succeeding fiscal year beginning on January 1<sup>st</sup> shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one-year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1<sup>st</sup> of any year, then the new monthly installment shall become due and payable not later than thirty (30) days from the date of the levying the assessment.

(g) A written or printed notice, deposited in the United States Post Office, with postage thereon prepaid, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required.

## SECTION 9. LIEN ON REAL ESTATE

(a) The assessment provided for herein shall become a lien on the real estate against which it is levied thirty (30) days after it is due and payable as above set forth, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any owner to pay any installment due on the assessment within thirty (30) days following the date such installment is due, then such installment shall bear interest at the rate of ten percent (10%) per annum from the first day the installment payment was due and payable. In addition, the Association may impose a late charge of the greater of (a) \$5.00 per month, or (b) such amount as is necessary to reasonably recover the amount of expense incurred by the Association to enforce its rights under the provisions of this Declaration.

(b) In addition to the provisions of Paragraph (1) hereof, thirty (30) days from the date an installment payment on the assessment is due, the installment shall become delinquent and payment of principal, interest and late charges may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. The Association may at its discretion file certificates of non-payment of assessments in the office of the Register of Deeds of Johnson County, Kansas, whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property the fee for recording such certificate and a reasonable charge for the preparation thereof, which fees are hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the principal, interest and late charges due thereon.

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

## SECTION 10. FAILURE TO PAY ASSESSMENTS

Notwithstanding the provisions of Section 9 hereof, in the event the owner or owners of a residence within the district, as it may then exist, fail to pay the assessment provided in Section 8 hereof within sixty (60) days after said assessment becomes due and payable, the Association shall have the following rights:

(a) The Association may suspend the voting rights and the right to use the recreational facilities, if any, by an owner and/or members of his or her family, guests or tenants, until such time as full payment of all assessments due is made by said owner or owners.

(b) The Association, or its agent, may suspend the rights of said owner or owners to make use of any garbage and trash collection services contracted for by the Association or any other service or services that are provided by the Association to said owner or owners.

#### SECTION 11. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

The Association shall at no time expend more money within any one (1) year than the total amount of the assessment for that particular year plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities. Any remaining funds, should there be same at the end of a given year, shall be placed in trust with the Association as trustee for the members and such funds shall, after being placed in trust, be used only for future improvements and replacements.

#### SECTION 12. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the district as it may exist from time to time, insofar as the addresses of such owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the owners of the land in the district, insofar as their addresses are listed with the Association, of the new address.

#### SECTION 13. TEMPORARY TRUSTEE

Prior to the filing of the Certificate of Substantial Completion, Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to Developer. After the filing of the Certificate of Substantial Completion it is contemplated the Association shall perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association; however, Developer shall at its option have the right to relinquish its rights as temporary trustee at any time or times prior to the filing of the Certificate of Substantial Completion, and in the event of such relinquishment, the Association shall perform the duties, assume the obligations, levy and collect the assessments and otherwise exercise the powers herein given the Association. Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all or any of the rights, reservations and privileges reserved by it in this Section 13, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such rights at any time or times, in the same manner as though directly reserved by them, or it, in this instrument.

#### SECTION 14. TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association



shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

#### SECTION 15. AMENDMENT AND TERMINATION

1. Prior to the recording of the Certificate of Substantial Completion, 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 the Developer. After recording of the Certificate of Substantial Completion, this Declaration 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 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 Association and then approved by the members of the Association at a duly held meeting of the members of the Association (called in whole or in part of that purpose) by the affirmative vote of Owners owning at least 60% of the Lots.

2. Notwithstanding anything set forth in this Section to the contrary and until the recording of the Certificate of Substantial Completion, the Developer shall have the absolute, unilateral right, power and authority to revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the office of the Register of Deeds of Johnson County, Kansas, an instrument for such purpose. No such amendment by the Developer shall require the consent of any Owner.

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 children and grandchildren of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

#### SECTION 16. ASSIGNMENT

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.

2. The Association shall have no right, prior to the recording of the Certificate of Substantial Completion, 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.

## SECTION 17. COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon its successors and assigns.

## SECTION 18. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such a settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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

THE DEVELOPER:  
DVP, LLC,  
A Limited Liability Company

By: Donald G. Parr, Jr.  
Donald G. Parr, Jr.  
Title: Manager/Member

By: Victoria L. Parr  
Victoria L. Parr  
Title: Member

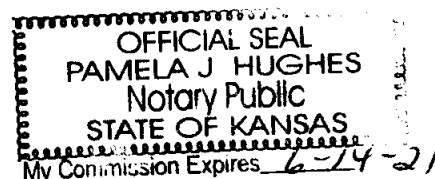
STATE OF KANSAS )  
COUNTY OF Johnson ) SS

This Homes Association Declaration of Arbor Ridge Townhomes Management Association was acknowledged before me on May 29<sup>th</sup>, 2018, by Donald G. Parr, Jr., Manager/Member in and on behalf of DVP, LLC, a Kansas Limited Liability Company

Pamela J. Hughes  
Notary Public

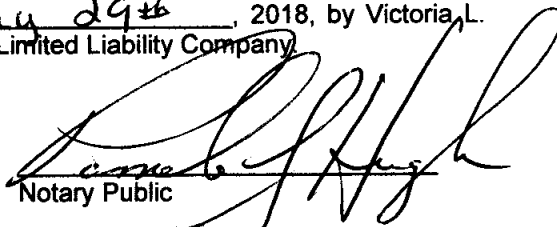
My commission expires:

6/14/21



STATE OF KANSAS                    )  
COUNTY OF Johnson        ) SS

This Homes Association Declaration of Arbor Ridge Townhomes Management Association was acknowledged before me on May 29th, 2018, by Victoria L. Parr, Member in and on behalf of DVP, LLC, a Kansas Limited Liability Company.

  
Notary Public

My commission expires:

6/14/21

