

**HERITAGE RANCH
HOMES ASSOCIATION DECLARATION**

THIS DECLARATION is made as of the 31st day of October, 2024, by Heritage Ranch Developers, LLC, a Kansas limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas, two plats of the subdivision known as "Heritage Ranch", which plats include the following described lots and tracts:

Lots 1 through 99, and Tracts A through E, Heritage Ranch, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 100 through 122, and Tracts F through I, Heritage Ranch, Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

WHEREAS, Developer, as the present owner and developer of the above-described real property, desires to create and maintain a residential neighborhood and a homes 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 annual assessment, monthly assessment,

special assessment, initiation assessment, set up fee, monetary fine, late fee, interest, lien fee and other amount levied by the Homes Association against a Lot or otherwise payable by an Owner of a Lot to the Homes Association in accordance with this Declaration or the Bylaws of the Homes Association.

(b) **“Board”** means the Board of Directors of the Homes 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 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.

(d) **“City”** means the City of Olathe, Kansas.

(e) **“Common Areas”** means (i) Tracts A through E of Heritage Ranch, First Plat, Tracts F through I of Heritage Ranch, Second Plat and all improvements and landscaping thereon; (ii) any Pool Area, and any Stormwater Treatment Facilities, (iii) 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 Homes Association at or near the entrance of any street, and any easements related thereto, in the Subdivision, (iv) all platted landscape easements and all other easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all Owners within the Subdivision, and (v) 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 Subdivision.

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

(g) **“Developer”** means Heritage Ranch Developers, LLC, a Kansas limited liability company, and its successors and assigns.

(h) **“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.

(i) **“Homes Association”** means the Kansas non-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the Subdivision.

(j) **“Lot”** means any lot as shown as a separate lot on any recorded plat of all

or part of the Subdivision; 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."

(k) **"Low Maintenance Provided Lot"** means each of Lots 70 through 99 of Heritage Ranch, First Plat and such other future Lots and may be designated in writing by Developer as being Low Maintenance Provided Lots.

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

(m) **"Pool Area"** has the meaning set forth in Article IX below.

(n) **"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.

(o) **"Stormwater Treatment Facilities"** means the onsite stormwater treatment facilities required by the City to be installed and maintained within certain of the Common Areas.

(p) **"Subdivision"** means collectively all of the above Lots in Heritage Ranch, First Plat, Heritage Ranch, Second Plat, all Common Areas, and all additional property (if any) which hereafter may be made subject to this Declaration in the manner provided herein.

(q) **"Turnover Date"** means the earlier of: (i) the date as of which 95% of all of the Lots in the Subdivision (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.

ARTICLE II HOMES ASSOCIATION MEMBERSHIP AND BOARD

Until the Turnover Date, the Homes 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 annual 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 Subdivision, 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 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 Homes 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 Homes 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 Homes 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 Homes 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.

Prior to the Turnover Date, the Developer may establish an advisory board consisting of Owners in the Subdivision, appoint and remove Owners from time to time on the advisory board and establish and set the powers, rules and procedures of the advisory board.

To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes 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 and settlement costs, 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 Homes 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 HOMES 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 Homes 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 Homes 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 Subdivision; 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 Homes 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 Homes Association, the Common Areas and the property within the Subdivision.

(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 Homes 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 recreational facilities and other similar common areas, whether in or outside the Subdivision, 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 Homes 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 Subdivision; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the Subdivision 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 Homes Association in this Declaration or in any other deed, declaration or plat relating to all or any part of the Subdivision.
- (l) To incur borrowings and grant liens and security interests on the Homes Association's assets and future Assessments to secure such borrowings.
- (m) 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 Subdivision (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 Subdivision (or any part thereof) or which adversely affects the use and enjoyment of other properties or the Common Areas.
- (n) 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 Subdivision (or any part thereof), or any applicable rules, regulations, restrictions, policies, guidelines, or procedures.
- (o) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

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

- (a) To the extent not provided as a service by any governmental authority, the Homes 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 Homes Association, however, shall not be obligated to provide or pay for any recycling services, except where required by law.

(b) The Homes 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 (except any part thereof that is within any Lot and has not been landscaped or otherwise improved by or for the Developer or the Homes Association), subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

(c) The Homes Association shall satisfy its obligations with respect to any Pool Area, as set forth in Article VIII below.

(d) The Homes Association shall properly maintain the Stormwater Treatment Facilities in accordance with the Stormwater Treatment Facility Maintenance Agreement referenced in Article XVI..

3.3 The Homes Association shall have the following additional duties and obligations with respect to, and to be paid for solely by, the Low Maintenance Provided Lots:

(a) The Homes Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas (excluding designated natural areas) on all Low Maintenance Provided Lots, but such mandatory services shall not include the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Homes Association. Each Low Maintenance Provided Lot with a fence shall have a gate at least five (5) feet wide. If a Low Maintenance Provided Lot has a fence, the Homes Association may assess the Owner an additional charge for the additional cost of trimming around the fence.

(b) The Homes Association shall provide snow (but not ice) clearing for the driveways, front sidewalks from the driveways to the front door, and front porches for the Low Maintenance Provided Lots as soon as possible when the accumulation reaches two inches or more and the snow has stopped. The Homes Association shall not be required to apply any salt, sand, or other chemical treatments to any such surfaces.

(c) The Board shall establish a committee for purposes of exercising the duties and related authority of the Homes Association relating solely to the Low Maintenance Provided Lots and the expenditure of monthly assessments contributed by the Low Maintenance Provided Lots solely for purposes of the Low Maintenance Provided Lots (the "**Low Maintenance Provided Lots Committee**"). All members serving on the Low Maintenance Provided Lots Committee shall be designated by the Board of Directors and shall be representatives of the Developer or Owners of the Low Maintenance Provided Lots. This committee shall have the right to further determine the scope and timing of the foregoing services to be provided solely to the Low Maintenance Provided Lots.

(d) The Homes Association may engage the services of a management company or other party to carry out and perform the functions of the Homes Association described above with respect to the Low Maintenance Provided Lots and the collection and disbursements of the monthly assessments payable solely by the Low Maintenance

Provided Lots for the Low Maintenance Provided Lots. The fees and expenses that are payable to such management company or other party for such services shall be paid solely by the Low Maintenance Provided Lots.

3.4 The Board, in its discretion, may cause the Homes 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 Homes 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 Homes Association. Neither the Developer, the Homes 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.

3.5 Prior to the Turnover Date, Developer shall have the right to charge the Homes Association a reasonable management fee for administration and operation of the Homes Association or, in the alternative, to cause the Homes Association to engage a property management firm to administer and operate the Homes Association. In addition, prior to the Turnover Date, the Developer shall have the right to loan funds to the Homes Association to cover operating shortfalls, to be later repaid by the Homes Association with interest at 8% per annum compounded annually.

ARTICLE IV ANNUAL ASSESSMENTS AND INITIATION FEE

4.1 For the purpose of providing a general fund to enable the Homes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the Subdivision, other than Exempt Lots, shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such annual assessment per Lot shall be fixed periodically by the Board, subject to Section 4.2 below, and, until further action of the Board, shall be \$900.00 per year; provided, however, that if and when the swimming pool portion of the Pool Area contemplated in Article IX below is substantially completed and ready for use (as determined by the Developer), such annual amount otherwise then in effect shall automatically increase by \$1,000.00.

4.2 The rate of annual assessment upon each assessable Lot in the Subdivision may be increased:

(a) By the Board from time to time, without a vote of the members, by up to 15% over the rate of annual assessment in effect for the preceding year for each of 2026 through 2028;

(1) After 2028, 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 year; or

(2) At any time by any amount 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 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.

Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Homes Association to perform its duties as specified in Section 2 of Article III above.

4.3 The annual assessments provided for herein shall be based upon the calendar year (commencing in 2025) and shall be due and payable on January 1st of each year; provided, however, that:

(a) The first assessment for each 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 (with an adjustment to reflect a proper portion of the dues associated with the costs of the Pool Area for the remainder of the year, as determined by the Board); and

(b) Any increase that occurs under the proviso in Section 4.1 above shall be effective as of the date such swimming pool is substantially completed and ready for use (with an adjustment to reflect a proper portion associated with the costs of the Pool Area for the remainder of the year, as determined by the Developer).

If the effective date of any increase in the rate of assessment is other than January 1st, a proper portion (as determined by the Board (or by the Developer under Section 4.3(b)) of the amount of such increase for the remainder of such year shall be due and payable on such effective date. No Lot or its Owner shall be entitled to receive any services to be provided by and through the Homes Association until such time as the first annual assessment has been paid with respect to the Lot.

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

4.5 An initiation fee set forth below shall be payable by the new Owner to the Homes Association, for use as part of the general funds of the Homes Association, upon each of the following events with respect to the applicable 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), an initiation fee of \$600.00, which is in addition to the first regular annual assessment, as it may be prorated; and

(b) Each subsequent transfer of ownership of the Lot for value, an initiation fee of \$300.00.

The Board shall have the right to increase or decrease the amount of the initiation fee from time to

time by giving at least thirty (30) days' advance notice to the Owners.

4.6 In addition to the initiation fee described in Section 4.5 above, every time there is a change in the ownership of a Lot (other than Developer to a homebuilder entity), the new Owner shall be required to pay to the Homes Association a new owner setup fee in an amount specified by the Board (initially \$300.00) in order to compensate the Homes Association and/or its management company for setting up an account for the new Owner with the Homes Association.

ARTICLE V SUPPLEMENTAL ASSESSMENTS FOR LOW MAINTENANCE PROVIDED LOTS

5.1 For the purpose of providing a general fund to enable the Homes Association to exercise the powers, render the services and perform any duties solely for the benefit of the Low Maintenance Provided Lots, all Low Maintenance Provided Lots, other than Low Maintenance Provided Lots which have never been occupied by someone as a residence, shall be subject to a supplemental monthly assessment ("**Low Maintenance Provided Lot Supplemental Monthly Assessment**") to be paid to the Homes Association by the respective Owners thereof as provided in this Article V. The amount of such Low Maintenance Provided Lot Supplemental Monthly Assessment per assessable Low Maintenance Provided Lot shall be fixed periodically by the Board (after consultation with the Low Maintenance Provided Lots Committee) and shall be payable in addition to the annual assessment payable by all Lots. Until further action of the Board, the Low Maintenance Provided Lot Supplemental Monthly Assessment shall be \$200.00.

5.2 The rate of Low Maintenance Provided Lot Supplemental Monthly Assessment upon each Low Maintenance Provided Lot may be increased:

(a) For each of years 2026 through 2028, by the Board from time to time, without a vote of the Low Maintenance Provided Lot members, by up to 10% over the rate of Low Maintenance Provided Lot Supplemental Monthly Assessment in effect for the preceding year; or

(b) After 2028, by the Board from time to time, without a vote of the Low Maintenance Provided Lot Members, by up to 5% over the rate in effect for the preceding year; or

(c) At any time by any amount by a vote of the Low Maintenance Provided Lot members (being for this limited purpose solely the Low Maintenance Provided Lots Class B members prior to the Turnover Date) at a meeting of the Low Maintenance Provided Lot members duly called and held for that purpose in accordance with the Bylaws when a majority of such members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase.

Notwithstanding the foregoing limits on increases in Low Maintenance Provided Lot Supplemental Monthly Assessments, the Board of Directors, without a vote of the Low Maintenance Provided Lots members, shall always have the power to set, and shall set, the rate of Low Maintenance Provided Lot Supplemental Monthly Assessment at an amount that will permit the Homes Association to perform its duties relating solely to the Low Maintenance Provided Lots.

5.3 The first full Low Maintenance Provided Lot Supplemental Monthly Assessment for each Low Maintenance Provided Lot shall be due and payable only upon the Low Maintenance Provided Lot being first occupied by someone as a residence and shall be prorated as of the date thereof. Prior to payment of the first supplemental monthly assessment for a specific Low Maintenance Provided Lot, the Homes Association shall not provide any of the services to be provided to such Low Maintenance Provided Lot under Section 3.3 of Article III above.

5.4 In addition to the periodic assessments provided for herein, the Board of Directors shall levy from time to time special assessments against each and every Low Maintenance Provided Lot (other than any Low Maintenance Provided Lot then owned by the Developer or by a builder prior to the initial occupancy of the residence thereof as a residence or sodding thereof) in an equal amount that is sufficient, when aggregated, to enable the Homes 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 funds then held by the Homes Association out of amounts paid in by the Low Maintenance Provided Lots as Low Maintenance Provided Lot Supplemental Monthly Assessments.

ARTICLE VI SPECIAL ASSESSMENTS

6.1 In addition to the annual 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 Homes Association against the Owner or (II) the Homes 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 any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot.

(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 to the Homes Association, to enable the Homes 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 Homes 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 additions (which shall not include repairs or replacements) 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

6.2 In the event an Owner fails properly to maintain, repair, repaint, or replace any improvements on the Owner's Lot, the Homes 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 Homes 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.

6.3 If any Owner (other than the Developer) commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board of Directors, or any committee, or any individual director, officer or committee member of the Homes Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes 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, without limitation, reasonable attorneys' fees, settlement costs, and court costs. Such recovery right shall constitute a special assessment against the Owner and the Owner's Lot.

6.4 Each special assessment shall be due and payable by the Owner of the Lot upon the Homes 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 VII DELINQUENT ASSESSMENTS

7.1 Each Assessment regarding a Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Homes 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 \$50.00 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 Homes Association engage the services of an attorney or other third party to collect any Assessment hereunder, all costs of collecting such Assessment, including, without limitation, court costs and reasonable attorneys' fees or other third party 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.

7.2 All liens on any Lot for Assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure of such first mortgage shall automatically extinguish the lien hereunder for such Assessments to the extent applicable to periods prior to the earlier of (i) the entry of the order allowing such foreclosure, or (ii) the execution of a deed in lieu thereof, but shall not release such Lot from liability for any Assessment applicable to periods thereafter. If the Owner or any creditor of the Owner (other than the applicable first mortgage lender) subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in

full.

7.3 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 Homes 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 Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$250.00, 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, 2025.

7.4 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 or sale of the property under the execution of judgment with respect to the lien.

7.5 To the extent permitted by law, the Homes 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 Homes 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 Homes Association.

7.6 No claim of the Homes 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.

7.7 Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Lots, the Common Areas, and the Subdivision, 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 VIII LIMITATION ON EXPENDITURES

Except for matters contemplated in Section 3.2 or Section 3.3 of Article III above, the Homes 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 Homes

Association by the Developer or otherwise loaned to the Homes Association by another party. The Homes Association shall not have the power to enter into any contract which binds the Homes 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 Homes Association or its members in subsequent years, (ii) matters contemplated in Section 3.2 or Section 3.3 of Article III above, and (iii) repayment of any loans to the Homes Association. The Developer may (but shall have no obligation to) contribute or loan any funds to the Homes Association.

ARTICLE IX 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 Subdivision and to make such facilities available for use by residents of the Subdivision. 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 Subdivision, 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 Homes Association. Such title transfer shall be by special warranty deed. The Developer shall not be required to provide the Homes Association with any title insurance policy for the Pool Area. The Homes 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 Subdivision, cause the Developer to be named as an additional insured on such insurance coverage.

(b) The Homes 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 Homes 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, major repair, 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 and expense of the Homes Association.

(e) **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 and any playground and other equipment that may be installed as part of the Common Areas. The Developer and the Homes 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 Homes 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 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.**

(f) **By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with any lakes, ponds, creeks, and stormwater detention facility that are part of the Common Area. The Developer and the Homes 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, the Homes Association and/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 use of any lakes, ponds, creeks, or stormwater detention facility, 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.**

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 Subdivision) to the Homes Association, without any charge to the Homes 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 Homes Association with any title insurance policy for any of the Common Areas. Any conveyance of title to the Common Areas by the Developer shall not require the consent of the Homes Association and shall not constitute an assignment by the

Developer of any of its rights, as the developer of the Subdivision, pursuant to this Declaration or any other instrument, contract or declaration.

8.4 Notwithstanding the actual date of conveyance of title, the Homes 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 Homes Association), subject to any control thereover maintained by any governmental authority, utility or similar person or entity. In insuring the Common Areas, the Homes 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 Homes Association, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Subdivision then owned by it, including, without limitation, to make part of a Common Area tract a part of a Lot, and vice versa and, in connection therewith, to convey to the Developer, the Homes Association, or any other party (as applicable) title to or any easements over any part of the Common Areas and/or Lots (as applicable). In addition, each of the Developer and the Homes 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.

9.6 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 Homes Association.

9.7 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 Homes Association.

ARTICLE X NOTICES

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

10.2 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 Homes Association. Notice to one co-Owner shall constitute notice to all co-Owners.

ARTICLE XI EXTENSION OF SUBDIVISION

The Developer shall have, and expressly reserves, the right (but not the obligation), at any time, to add to the existing Subdivision 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 XII AMENDMENT AND TERMINATION

12.1 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 Subdivision 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 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 by the members of the Homes Association 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. Notwithstanding the foregoing, (i) no amendment adopted under this Section 12.1 may remove, revoke or modify any right or privilege of Developer under this Declaration at any time without the prior written consent of Developer, and (ii) the written consent of the City shall be required for the termination of this Declaration in its entirety or for any amendment, modification or termination of any provision of this Declaration regarding the Stormwater Treatment Facilities. If such consent of the City is requested, it shall be made in writing to the City clerk. The City shall have sixty (60) days, after receipt of the request, to rule on the request.

12.2 Anything set forth in Section 12.1 of this Article to the contrary notwithstanding, except the provision relating to the City's consent, 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 Subdivision or any part of the Subdivision or any Lot in the Subdivision, 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 of some matter relating to the development of the Subdivision, (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 Subdivision or (vi) until December 31, 2032, 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

Homes Association.

12.3 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 XIII ASSIGNMENT

13.1 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.

13.2 The Homes 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 XIV COVENANTS RUNNING WITH THE LAND

14.1 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 Subdivision. 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 Homes Association (other than the Developer) in such capacity as a creditor.

14.2 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.

14.3 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 XV GOVERNING LAW AND SEVERABILITY

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

15.2 Invalidity 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.

ARTICLE XVI STORMWATER TREATMENT FACILITIES

16.1 Pursuant to the terms and conditions of a Stormwater Treatment Facility Maintenance Agreement between the Developer and the City, which has been or will be executed and recorded in the Recording Office, certain Stormwater Treatment Facilities (as described therein) have been or will be installed by the Developer within certain Common Areas. Once executed and recorded, the Stormwater Treatment Facility Maintenance Agreement shall be automatically incorporated into this Declaration by this reference.

16.2 Prior to the consummation of any sale of a Lot in the Subdivision, Developer shall cause the Homes Association to be formed and this Declaration to be recorded. From and after the date of its formation, the Homes Association shall be the “**Property Owner**” under the Stormwater Treatment Facility Maintenance Agreement and shall be responsible for complying with all of the duties, obligations and responsibilities of the “Property Owner” under the Stormwater Treatment Facility Maintenance Agreement.

16.3 All purchasers of Lot(s) will be given an outline summary of the maintenance obligations of the Homes Association per the Stormwater Treatment Facility Maintenance Agreement.

16.4 The Homes Association will not consent to the termination of the Homes Association, this Declaration, or to any amendment, modification or termination of any provisions of this Declaration regarding the Stormwater Treatment Facility Maintenance Agreement, without the written consent of the City.

16.5 The Homes Association shall provide and is responsible for all maintenance of the Stormwater Treatment Facilities in order to ensure that all such facilities remain in proper working condition in accordance with the approved design standards and all applicable legal requirements. The Homes Association shall make records of all maintenance and repairs to the Stormwater Treatment Facilities and shall retain the records for at least five (5) years. Such records shall be made available to the City during inspection of the Stormwater Treatment Facilities and at other reasonable times upon request.

16.6 The Homes Association shall actively pursue measures to prevent unauthorized activities which interfere with the function of the Stormwater Treatment Facilities.

16.7 The City is under no past, present or future obligations to expend any public funds or to take any other action to maintain or improve the Stormwater Treatment Facilities.

16.8 If the Homes Association fails to maintain the Stormwater Treatment Facilities as set forth in the Stormwater Treatment Facilities Agreement, and after reasonable notice, the City may perform all necessary repair or maintenance work, and the City may assess the Homes Association for the cost of the work and any applicable penalties. The Homes Association does hereby grant the City, its agents and contractors, a right of entry for the purpose of inspecting, installing, maintaining or repairing the Stormwater Treatment Facilities, and shall execute any documents deemed necessary by the City.

16.9 The Homes Association shall indemnify and hold the City harmless from any and all damage, loss, claims or liability of any kind whatsoever arising from the installation, maintenance, repair, operation or use of the stormwater treatment facility including, but not limited to, any loss occasioned by reason of damage or injury to persons or property which may occur in relation to the Stormwater Treatment Facilities. Additionally, the Homes Association shall pay all costs and expenses involved in defending all actions arising in relation to the Stormwater Treatment Facilities.

16.10 Each of the Developer and the City (and its successors, assigns and designees) shall be third-party beneficiaries of all provisions of this Declaration relating to the Stormwater Treatment Facilities, and each of the Developer and the City shall have the continuing right (but not obligation) to enforce all restrictions, obligations and other provisions regarding the Stormwater Treatment Facilities.

[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:

HERITAGE RANCH DEVELOPERS, LLC

By: [Signature]
Name: Bruce L. Rieke
Title: Manager

By: [Signature]
Name: Scott Underwood
Title: Manager

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me, a notary public, on October 31, 2024 by **Bruce L. Rieke** and **Scott Underwood**, as Managers of Heritage Ranch Developers, LLC, a Kansas limited liability company.

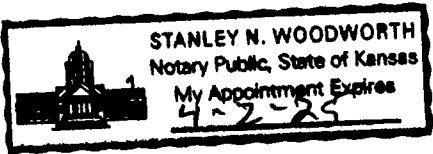
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: _____

[Signature]
Signature of Notary Public in and for said
County and State

Print Name: Stanley N. Woodworth

[SEAL]



HERITAGE RANCH
DECLARATION OF RESTRICTIONS

THIS DECLARATION is made as of the 31st day of October, 2024, by Heritage Ranch Developers, LLC, a Kansas limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas two plats of the subdivision known as "Heritage Ranch", which plats include the following described lots and tracts:

Lots 1 through 99, and Tracts A through E, Heritage Ranch, First Plat,
a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 100 through 122, and Tracts F through I, Heritage Ranch, Second
Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

WHEREAS, Developer, as the present owner and developer of the above-described real property, desires to place certain restrictions on such lots to preserve and enhance the value, 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 Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the above-described lots and tracts 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) "**Approving Party**" means (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its DRC or other designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Board (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

(b) “**Architectural Committee**” means: (i) prior to the Turnover Date, the DRC; and (ii) on and after the Turnover Date, a committee comprised of at least three members of the Homes Association, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the provisions of Section 14 below).

(c) “**Board**” means the Board of Directors of the Homes Association.

(d) “**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 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.

(e) “**City**” means the City of Olathe, Kansas.

(f) “**Common Areas**” means (i) Tracts A through E of Heritage Ranch, First Plat, Tracts F through I of Heritage Ranch, Second Plat and all improvements and landscaping thereon, (ii) the Stream Corridor, (iii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, irrigation systems and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street, and any easements related thereto, in the Subdivision, (iv) all landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all Owners within the Subdivision, and (v) 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 Subdivision.

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

(h) “**Developer**” means Heritage Ranch Developers, LLC, a Kansas limited liability company, and its successors and assigns.

(i) “**DRC**” means the person or committee of persons designated from time to time by the Developer to review and approve certain matters related to the Subdivision.

(j) “**Exterior Structure**” means any structure erected or maintained or proposed to be erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any pool cabana, deck, gazebo, greenhouse, animal house, outbuilding, fence, privacy screen, patio wall, rock wall, landscape wall, boundary wall, bridge, patio enclosure, sport court, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, antennae, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar

yard decor.

(k) **“Homes Association”** means the Kansas not-for-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the Subdivision.

(l) **“Lot”** means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; 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 such adjacent property under common ownership shall be deemed to constitute only one “Lot.” There are four (4) types of Lots, namely 60’ Lots, 75’ Lots, 85’ Lots and Low Maintenance Provided Lots.

(m) **“60’ Lot”** means each of Lots 13 through 27 and 38 through 62 of Heritage Ranch, First Plat, and such other future Lots that Developer designates in an amendment or supplement to this Declaration as being 60’ Lots.

(n) **“75’ Lot”** means each of Lots 1 through 12, 28 through 37 and 63 through 69 of Heritage Ranch, First Plat, and such other future Lots that Developer designates in an amendment or supplement to this Declaration as being 75’ Lots.

(o) **“85’ Lot”** means each of Lots 100 through 122 of Heritage Ranch, Second Plat, and such other future Lots that Developer designates in an amendment or supplement to this Declaration as being 85’ Lots.

(p) **“Low Maintenance Provided Lot”** means each of Lots 70 through 99 of Heritage Ranch, First Plat and such other future Lots (if any) that Developer designates in an amendment or supplement to this Declaration as being Low Maintenance Provided Lots.

(q) **“Owner”** means the record owner(s) of title to any Lot, including the Developer, and for purposes of 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.

(r) **“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.

(s) **“Subdivision”** means all of the above-described Lots in Heritage Ranch, First Plat, Heritage Ranch, Second Plat, all Common Areas, and all additional property (if any) which hereafter may be made subject to this Declaration in the manner provided herein.

(t) **“Turnover Date”** means the earlier of: (i) the date as of which 95% of all of the Lots in the Subdivision (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.

2. Use of Land. Except as otherwise expressly provided in this Declaration, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. Time share ownership and functionally equivalent ownership with part time possession is prohibited. The Approving Party shall have the right to determine whenever an extended family or roommate situation or multiple, direct or indirect, owners becomes a burden on the neighbors or the Subdivision and is no longer within the "single family" use intended by this Declaration; *provided, however,* nothing herein shall prohibit the parents, grandparents, children or grandchildren of the Owner from also living in the residence on the Owner's Lot. 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 be used for human habitation; provided, however, that the Developer or others (including, without limitation, builders and project marketing company) authorized by the Developer shall have the right to use trailers or temporary buildings or structures or any residence on any Lot or any building that is part of the Common Areas for model, office, sales or storage purposes during the development and build out of the Subdivision. Any such use of any building that is part of the Common Areas by the Developer, a builder, the project marketing company, or other authorized person or entity prior to the filing of the Certificate of Substantial Completion shall be without payment of rent or utilities (other than telephone and internet services) by the Developer, the builder, the project marketing company or other authorized person to the Homes Association.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco, thin or thick brick, natural or artificial stone, wood shingles, fiber cement or other high quality composition shingles or lap siding and trim, plate glass, wood trim, or any other materials specifically approved by the Approving Party in writing. Concrete and glass blocks shall not be permitted as an exterior finished surface. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, 4 feet by 8 feet or 4 feet by 9 feet panels; provided, however, that tongue and groove LP Smart Panel or Hardie siding (or equal) may be permitted by the Approving Party on the sides and rear of the residences. All windows and exterior doors shall be constructed of glass, wood, metal or vinyl clad, fiberglass, or any other materials specifically approved by the Approving Party in writing. No windows or exterior doors may have a "mirror" or silver finish or be unpainted or unstained. Roofs of residences shall be covered with concrete tiles, clay tiles, slate, or high quality architectural composition shingles (with a minimum thirty (30) year warranty), all of the specific types, colors, styles, dimensions and other aesthetic factors specifically approved by the Approving Party in writing, and have flashing that is complementary in color to the roof color. Metal gutters and downspouts shall be painted a color that is complementary to the color of the trim and the color of any stucco or siding. Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting 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, as determined by the Approving Party in its absolute discretion, shall be

acceptable upon written approval by the Approving Party in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Approving Party shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) Notwithstanding any contrary provisions of subsection (a) above, the following shall apply to the Low Maintenance Provided Lots and the 85' Lots:

(i) All sides of each residence shall have the same exterior materials (stucco, lap, shingles, etc.) as approved by the Approving Party.

(ii) The roof material shall be high quality architectural shingles (with a minimum thirty (30) year warranty) of the specific type, color, style, dimensions, and other aesthetic features specifically approved by the Approving Party.

(c) All applicable exterior components (excluding roofs, decks, brick, stone and similar components) shall be covered with a workmanlike finish of high quality paint or stain. No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of six (6) inches above final grade shall be painted the same color as the body of the residence and, if exposed in excess of twelve (12) inches above final grade, shall be covered with material compatible with the structure.

(d) Air conditioning units, gas generators and similar apparatus shall not be attached to or located on the front of any residence. No window air conditioning or heating units shall be permitted.

(e) Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath and must be constructed of the same materials as the siding of the residence. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming spark arrestor cap or as otherwise approved by the Developer.

(f) Except as otherwise permitted by the Developer in writing, all residences shall have a style(s) of address numbers approved by the Developer, which numbers shall be located adjacent to the front door or, where not practical, at another location approved by the Developer.

(g) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks along the street or from the driveway to the front door are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

(h) All residences shall have at least a two-car garage. No car ports are permitted.

(i) All deck rails shall be black pre-finished steel (or similar metal) or other materials specifically approved by Developer in its discretion. All decks must be constructed with composite decking and trim.

(j) The DRC, in its discretion, may allow variances from the foregoing requirements of this Section 3.

4. Minimum Floor Area.

(a) No residence shall be constructed upon any Low Maintenance Provided Lot unless it has a total finished floor area of at least: 900 square feet on the main floor for a ranch style residence (excluding a so-called reverse one and one-half story); 1,800 square feet for a two story residence with at least 750 square feet on the main floor; and 1,800 square feet for a one and one-half story residence (including a so-called reverse one and one-half story) with at least 900 square feet on the main floor.

(b) No residence shall be constructed upon any 60' Lot unless it has a total finished floor area of at least: 1,100 square feet on the main floor for a ranch style residence (excluding a so-called reverse one and one-half story); 2,100 square feet for a two story residence with at least 900 square feet on the main floor; and 1,800 square feet for a one and one-half story residence (including a so-called reverse one and one-half story) with at least 1,100 square feet on the main floor.

(c) No residence shall be constructed upon any 75' Lot unless it has a total finished floor area of at least: 1,200 square feet on the main floor for a ranch style residence (excluding a so-called reverse one and one-half story); 2,200 square feet for a two story residence with at least 1,200 square feet on the main floor; and 2,100 square feet for a one and one-half story residence (including a so-called reverse one and one-half story) with at least 1,300 square feet on the main floor.

(d) No residence shall be constructed upon any 85' Lot unless it has a total finished floor area of at least: 1,600 square feet on the main floor for a ranch style residence (excluding a so-called reverse one and one-half story); 2,600 square feet for a two story residence with at least 1,400 square feet on the main floor; and 2,400 square feet for a one and one-half story residence (including a so-called reverse one and one-half story) with at least 1,600 square feet on the main floor.

(e) Finished floor area shall exclude any finished attics, garages, basements and similar habitable areas (excluding a so-called reverse one and one-half story). The DRC, in its absolute discretion, may allow variances from the minimum square footage requirement.

5. Approval of Plans; Post-Construction Changes; Grading; Erosion Control.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above,

no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme (all as and when may be required by the DRC for each particular stage of construction) have been submitted to and approved in writing by the, the DRC or, in the case of Exterior Structures to the extent provided in Section 8 or Section 9 below, the Architectural Committee, in each case as to architectural consistency and other aesthetic factors. No change or alteration in such approved building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the, the DRC or the Architectural Committee, as the case may be.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, exterior 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, roofs and siding, shall be of the same materials, colors, 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.

(c) All final grading of each Lot shall be completed by the Owner in connection with construction of the residence and shall be in accordance with any master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the Developer or the DRC. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pump discharges shall not be directed toward adjacent residences (actual and future). No changes in the final grading or drainage of any Lot shall be made by or for the Owner without the prior written approval of the Approving Party and (if required) the City. The Developer and the DRC shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan, or for the Developer or the DRC not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or subsurface material. The Developer and the DRC do not represent or guarantee to any Owner or other person that any grading plan for the Lots which the Developer or the DRC or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) During the construction of the residence and improvements on such Lot and until the Lot is completely established with grass, the Owner, at its expense, shall install and properly maintain hay bales, silt fencing and such other erosion and silt control devices as are necessary or required by law to prevent stormwater runoff from the Lot depositing silt or other debris onto adjacent Lots, Common Areas and streets. In connection therewith, the Owner shall comply with all Federal, state and local governmental laws, regulations and requirements, with all applicable permits, and with all requirements imposed by the

Developer, including, without limitation, preparation of inspection reports, and the Owner shall be responsible for any and all governmental fines and assessments that may be levied or assessed as a result of a failure of the Owner to so comply.

(e) All site preparation, including, but not limited to, tree removal, excavation, grading, rock excavation/removal, hauling, and piling, etc., shall be at the sole expense of the Owner or builder. All removed trees and excavated rock, etc., shall be removed from the Subdivision and shall not be spoiled within the Subdivision, except as expressly approved by the Developer. All excess dirt shall be spoiled within the Subdivision or other location as directed by the Developer and no dirt shall be removed from the Subdivision, except as expressly approved by the Developer.

(f) All building plans and plot plans shall be designed to minimize the removal of existing trees. Prior to commencement of construction, the Owner shall provide Developer with a tree report on the Lot designating those trees of four (4) inches or more caliper (as measured two (2) feet above the ground) to be removed and those trees to be saved. No trees of four (4) inches or more caliper may be removed without the consent of the Developer. Following completion of construction, trees may not be removed or trimmed without the Approving Party's written permission, unless such trees are dead, diseased, or pose a threat to the public or adjacent property. In the construction of the residence and related improvements on each Lot, the Owner shall retain and protect all existing trees that are not specifically authorized by the Developer for removal. Developer does not warrant or guarantee the present or future condition of any trees. Developer shall have no liability for any damage that may have occurred to trees in connection with the development of the Lots and surrounding areas.

(g) Approval of plans or specifications by the Developer, DRC, or any other Approving Party is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.

(h) Neither the sale of a Lot by the Developer to a particular builder nor the inclusion of a particular builder on a list of builders building in the area or on a list of approved builders constitutes a representation, endorsement or guaranty by the Developer, the DRC or any real estate broker/salesperson of the financial stability, qualifications, work or any other matter relating to such builder. Neither the Developer, the DRC nor any real estate broker/salesperson guarantees or warrants the obligations or construction by any builder.

6. Set Backs. No residence, or any part thereof (exclusive 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 Approving Party shall have (i) the right to decrease, in its discretion, the setback lines for a specific Lot, to the extent they are greater than the minimum setbacks required by the City, by filing an appropriate instrument in writing in the Recording Office and (ii) the right to increase, in its discretion, the setback lines for a specific Lot(s).

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced (meaning obtaining a building permit and digging of the foundation) within three (3) months following the date of delivery of a deed from the Developer to the first purchaser of such Lot and shall be completed within thirteen (13) months after such construction commencement. In the event such construction is not commenced within such three (3) 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 the Owner, free and clear of all mortgages, mechanic's liens and similar liens, for an amount equal to 90% of the sale price of the Lot from the Developer to the first purchaser thereof. 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, insurance, interest or other expenses paid or incurred by or for such Owner and all taxes and installments of special assessments shall be prorated between Developer and the Owner as of the closing of the repurchase by Developer.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans, exterior color scheme and (where applicable) time limit for completion, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration. Notwithstanding the foregoing sentence, 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 or the DRC prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer or the DRC and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Approving Party, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) No fence and privacy screen may be installed unless and until an application containing such information as may be required by the Approving Party has been submitted to and approved in writing by the Approving Party. No fence shall be installed without a permit from the City (where required) and compliance with all applicable laws and codes. Only black prefinished steel (or similar metal) fences or privacy screens in the specific styles, materials and colors approved by the Developer shall be permitted on the Lots. All fences, retaining walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. No chain link, wire, wood or similar fence shall be permitted. Unless and until otherwise specifically approved in writing by the Approving Party, (A) all fences and privacy screens shall be five (5) feet in height,

(B) no fence or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Approving Party) of the residence, (C) any fence shall be constructed or maintained on any Lot along the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools, hot tubs and patio areas, and (D) all fences (except for fences around swimming pools, hot tubs and patio areas) must be joined to or abutting any previously existing perimeter fences on adjacent Lots. Each fence on a Low Maintenance Provided Lot shall have a gate that is at least five (5) feet wide.

(ii) All basketball goals shall be permanently installed in a concrete base, freestanding and not attached to the residence, and in a location approved by the Approving Party. All backboards shall be transparent and all poles shall be black. There shall be only one basketball goal per Lot. There shall be no special lighting of the basketball area. No "homemade" backboards or poles shall be permitted. The Board shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) All recreational or play structures must be approved in advance by the Approving Party and (if allowed) (A) shall be made of materials and colors approved in writing by the Approving Party, (B) (other than basketball goals) shall be located behind the rear corners (as determined by the Approving Party) of the residence and (C) (other than basketball goals) shall be located at least ten (10) feet from each side boundary and at least ten (10) feet from the rear boundary of the Lot.

(iv) No aboveground type swimming pools shall be permitted. All swimming pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with City requirements and the other provisions of the Declaration. All swimming pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(v) The following Exterior Structures shall be prohibited on the Lots: animal runs, animal houses, portable basketball goals, trampolines, compost piles, tennis courts, sport courts, tree houses, batting cages, storage sheds, greenhouses, detached garages and other detached outbuildings (other than pool cabanas specifically approved by the Approving Party).

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

(c) No fence, wall or other Exterior Structure installed by or for the Developer or Homes Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Approving Party.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous Use Restrictions.

(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 or occupant from maintaining an office area or operating a home-business occupation in his residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained and no signs or other materials related to such home business are visible from outside the residence. No day care center, home school, or other business that has customers or non-residents (other than family members) of the residence regularly visiting the residence shall be operated in any residence.

(b) No illegal, noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes, grass clippings, leaves, 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 Subdivision, or any part thereof, except as may be otherwise expressly permitted by this Declaration. The foregoing shall not be construed to limit or restrict the rights or powers of the Developer or the Homes Association under this Declaration.

(c) Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. The exterior portions of the residence and all Exterior Structures on the Lot (including, without limitation, any fence that may have been installed by or for the Developer) shall be kept and maintained by the Owner in good condition and repair at all times. Each residence exterior shall be repainted by the Owner, as needed. The Approving Party shall have the right to require repainting of each residence when the Approving Party determines that such repainting is necessary. Any exterior color change must be approved in advance in accordance with Section 5(b) above.

(d) Unlicensed, unregistered or inoperative motor vehicles are prohibited, except in an enclosed garage.

(e) Overnight parking of motor vehicles, boats, trailers, buses, campers, or similar apparatus 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. Except as provided in subsection (g) below, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial vehicle with signage or advertising, bus, boat, jet-ski, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

(f) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Subdivision except during such limited time as such truck or vehicle is actually being used in the Subdivision during normal working hours for its specific purpose.

(g) Recreational motor vehicles of any type or character are prohibited except:

(i) When stored in an enclosed garage;

(ii) When temporarily parked on the driveway for the purpose of loading and unloading (maximum of 24 hours every 14 days); or

(iii) With prior written approval of the Approving Party.

(h) Small satellite dishes may be installed, with the prior written consent and in accordance with the requirements of the Approving Party, so as to render the installation as inoffensive as possible to other Owners (with the preference being that such satellite dishes not be visible from the street fronting the residence). No other television, radio, citizens' band, short wave or other antenna shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute, ordinance or the First Amendment or any other provision of the United States Constitution or the Kansas Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots.

(i) Solar panels may only be installed as part of the roof of the residential structure (and not in the yard), only on a case by case basis, in accordance with the requirements of the Approving Party, which requirements may include a prohibition on installation on the front facing roof side. No other solar panels, windmills or similar devices may be installed without the prior written consent of the Approving Party. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute, ordinance or any provision of the United States Constitution or the Kansas Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, and other aesthetic aspects of solar panels, windmills and similar devices so as to reasonably control the impact of such solar panels, windmills and similar devices on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots.

(j) No clothesline or pole may be erected in the yard or attached to the exterior of the residence.

(k) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard. Sculptures, bird baths, bird feeders, fountains, yard art, and similar decorative objects are allowed on the exterior of the residence or in the yard only with the specific written approval of the Approving Party.

(l) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday string lights and holiday decoration shall be permitted only between November 15 and January 31. Exterior holiday lights located in soffits shall be used only between November 15 and January 31. Except for such holiday lights or as may be expressly approved by the Board, all exterior lighting shall be white (clear) and not

colored and shall not be flashing or create any changing lighting patterns. All exterior landscape lighting must be approved in advance by the Approving Party.

(m) No garage sales, sample sales, estate sales or similar activities shall be held within the Subdivision without the prior written consent of the Board.

(n) No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and television or stereo speakers used in accordance with any rules specified by the Board.

(o) All residential service utilities shall be underground, except with the approval of the Developer.

(p) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted by the Owner to remain in damaged condition for longer than three (3) months after the date of the damage (except with the specific written consent of the Approving Party).

(q) No shed, barn, detached garage or other similar storage facility shall be erected upon, moved onto or maintained upon any Lot. Pool cabanas are permitted if specifically approved by the Approving Party.

(r) No outside fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills).

(s) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot, except that:

(i) One sign not more than three feet high and/or three feet wide may be maintained offering the residence for sale. For newly constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved.

(ii) One garage sale sign not more than three feet high and/or three feet wide is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are installed no more than two hours before the start of the sale and are removed within two hours after the close of the sale.

(iii) Political signs not more than six square feet are permitted on the Lot for up to 45 days before the election but must be removed within two days after the election.

(iv) Small school-related activities signs may be maintained near the residence while the student is residing in the residence. Event celebration signs

(“new baby”, “graduation”, etc.) may be maintained for up to seven (7) days.

No signs offering a residence for lease or rent shall be allowed in the Subdivision at any time. Without limiting the foregoing, no sign shall be permitted which (A) describes the condition of the residence or the Lot, (B) describes, maligns, or refers to the reputation, character or building practices of the Developer, any builder, any realtor, or any other Owner, or (C) discourages or otherwise impacts or attempts to impact a party’s decision to acquire a Lot or residence in the Subdivision. In the event of a violation of the foregoing provisions, the Developer and/or the Homes Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass, violation of constitutional or other rights, or otherwise. If these limitations on the use of signs, or any part thereof, are determined to be unlawful, the Board shall have the right to regulate the use of signs in a manner not in violation of law.

(t) No sign (other than community marketing signs approved by the Developer) shall be placed or maintained in any Common Area without the approval of the Approving Party.

(u) No trash, refuse, or garbage can or receptacle (other than construction dumpsters during construction) shall be placed on any Lot outside a residence, except from the evening of the day before the scheduled pick-up day until twelve (12) hours after actual pick-up and except for grass and leaf bags placed in the back or side yard pending next scheduled trash collection.

(v) Garage doors shall remain closed at all times except when necessary for ingress and egress or when a resident is in the yard or driveway.

(w) Each Owner who desires to rent any part of a residence must comply with all licensing and other requirements of the City. In addition, no residence or part thereof shall be rented for a period of less than twelve (12) months to the same tenant or tenants or used for transient or hotel purposes, which is defined as rental or lease under which occupants are provided any customary hotel services such as room service for food and beverages, maid service, cleaning service, or similar services; or rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. AirBNB, VRBO, and similar short-term rentals are prohibited. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board and to the extent permitted by law, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants, their contact information (telephone numbers and emails) and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall

remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas, and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Subdivision.

(x) Each of the Developer and the Homes Association may enforce the foregoing restrictions and other provisions of this Declaration by establishing, levying and collecting monetary fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as the Developer or the Homes Association, in its sole discretion, deems appropriate.

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. Pets with vicious propensities (as determined by the Board) may be prohibited by the Board. Bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals, and animals requiring special permits from any government authority are prohibited. All pets shall be confined to the Lot 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 and Lots owned by others. **By acceptance of a deed to a Lot, all Owners thereof acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with dogs and other animals. The Developer and the Homes 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 Homes Association or any of their respective officers, directors, managers, representatives or agents for any personal injury or death or property damage that may be suffered or incurred by any of such releasing parties in connection with any dogs or other animals, 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.**

11. Lawns, Landscaping and Gardens. Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, all lawns, including all areas between the 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 and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave a portion of the Lot as a natural area with the express written permission of the Approving Party and no Owner shall sod any part of any Common Area. No lawn on a Lot shall be planted with zoysia or buffalo grass.

Within sixty (60) days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (as determined by the Developer), including, without limitation, the following minimum expenditure on foundation plantings, plus at least one

hardwood tree of two inch or more caliper in the front yard (in addition to any required street trees and any trees planted by the Developer):

Low Maintenance Provided Lot	\$3,500.00
60' Lot	\$5,000.00
75' Lot	\$7,500.00
85' Lot	\$10,000.00

All landscaping shall be installed in accordance with the landscaping plans approved by the DRC and shall be maintained by the Owner in good condition at all times.

Within sixty (60) days after the issuance of a permanent or temporary certificate of occupancy for the residence, but in all events prior to installation of sod, each Lot shall have a sprinkler system installed covering all sod and landscape areas in the entire front, rear and side yards of the Lot. Each Owner shall use the sprinkler system as necessary or appropriate (as determined by the Approving Party) during the late spring, summer and early fall months to keep the yard and landscaping green and in good condition. For each Low Maintenance Provided Lot, the irrigation controller shall be located on the outside of the garage so that the Homes Association can operate the system in its discretion. No Owner shall water the Lot such that there is significant runoff onto any adjacent Lot or Common Area.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Developer, to assure such installation when weather permits.

All vegetable gardens and raised beds must be approved in advance by the Approving Party and shall be located behind the rear corners of the residence (as determined by the Approving Party) and at least five (5) feet away from the boundary of the Lot. Vegetable garden(s)/raised bed(s) shall not exceed a total of one hundred (100) square feet in size on any Lot, except with the prior written consent of the Approving Party.

Each Owner shall keep the lawn of the Lot in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four (4) inches. Each Owner shall keep the lawn and landscaping on the Lot reasonably free from weeds by using chemical applications and other means.

The Developer shall have the right (but not the obligation) to install one (1) or more trees on each Lot. The type(s) and location(s) of tree(s) and timing of planting shall be selected by the Developer in its absolute discretion. The Developer, at the expense of the builder, shall install street tree(s) on the Lot as required by the City. Each Owner shall properly water and maintain all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer, but excluding those in a Common Area maintained by the Homes Association). All dead trees and landscaping shall be promptly removed by the Owner and replaced with similar items in good condition.

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 therefor, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association, 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 Homes Association as a cross easement for utility line service and maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through (i) all Common Areas for the purpose of developing, improving, and maintaining the Common Areas, and (ii) all unimproved portions of each Lot for the purpose of performing the powers and duties of the Homes Association, including, without limitation, maintaining the Common Areas. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

The Developer, the DRC and the Homes Association, through its authorized representative(s), may, at any reasonable time after giving at least forty-eight (48) hours advance notice to the Owner, enter any Lot, without being deemed guilty of trespass, for the purpose of inspecting the Lot and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder.

The Developer and the builder of the residence on the Lot shall have reasonable access to each Lot for the purpose of inspecting and maintaining erosion control devices until final stabilization of the full Lot is achieved by sodding and landscaping. No Owner shall prevent or inhibit the Developer's or the builder's reasonable access for such purpose, and no Owner shall remove or damage any erosion control devices installed by the Developer or the builder. Each Owner shall notify the builder and the Developer of any damage to such erosion control devices.

In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line.

13. Common Areas.

(a) The Developer shall have the right (but not the obligation) to provide Common Areas for the use and benefit of the Subdivision. The size, location, nature, timing, and extent of improvements and landscaping in the Common Areas, and all other aspects of the Common Areas that are provided by the Developer, shall be determined by the Developer in its absolute discretion.

(b) The Developer and its successors, assigns, and grantees, the Owners, and

the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. 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.

(c) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision 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 mow, maintain, improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party and (if applicable) the City.

(e) Owners of Lots adjacent or nearby the Common Areas shall prevent erosion and pollutant discharges and runoff onto the Common Areas.

(f) The following rules, regulations and restrictions shall apply to the use of the Common Areas:

(i) No automobiles, motorcycles, all-terrain vehicles, or other motorized vehicles or apparatus of any kind shall be allowed in the Common Areas (except in paved parking areas and except for the Developer's and Homes Association's mowing and otherwise maintaining the Common Area).

(ii) No refuse, trash, grass clippings, leaves or debris shall be discarded or discharged in or about the Common Areas.

(iii) Access to the Common Areas shall be confined to designated areas, except that Owners of Lots adjacent to the Common Areas may have access to the area from their respective Lots (where applicable).

(g) The following shall apply to any lake, pond, creek, or stormwater detention area that is part of the Common Area:

(i) Fishing is not allowed.

(ii) All persons under the age of eighteen (18) must be accompanied by an adult at all times while near or around any lake, pond, creek, or stormwater detention area.

(iii) There shall be no cleaning of fish at any lake, pond, creek, or stormwater detention area, or in any other Common Area.

(iv) No boating, swimming or wading shall be allowed in any lake, pond, creek, or stormwater detention area.

(v) No docks or other structures shall be built into or over any lake, pond, creek, or stormwater detention area other than by the Developer or the Homes Association.

(h) Each of the Developer and the Homes Association shall have reasonable access through Lots adjacent to the Common Areas for the purposes of maintenance and improvement of the Common Areas, but any party exercising such right shall be responsible for repairing any damage caused by it to adjacent Lots in connection with the use of such access right.

(i) Each of the Developer and the Homes 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.

(j) Each of the Developer and the Homes Association, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Subdivision then owned by it, including, without limitation, to make part of a Common Area tract a part of a Lot, and vice versa and, in connection therewith, to convey to the Developer, the Homes Association, or any other party (as applicable) title to or any easements over any part of the Common Areas and/or Lots (as applicable). In addition, each of the Developer and the Homes 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.

(k) 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 and any playground and other equipment that may be installed as part of the Common Areas. The Developer and the Homes 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 Homes 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 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.

(l) By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with any lakes, ponds, creeks, and stormwater detention facility that are part of the Common Area. The Developer and the Homes 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, the Homes Association and/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 use of any lakes, ponds, creeks, or stormwater detention facility, 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.

14. Architectural Committee.

(a) No more than two members of the Board shall serve on the Architectural Committee at any time. When more than one person is an Owner of any particular Lot, no more than one person from such Lot may serve on the Architectural Committee at any given time. The positions on the Architectural Committee may be divided by the Board into two classes with staggered two-year terms. The foregoing provisions of this subsection (a) shall not apply until the Turnover Date. Until the Turnover Date, the DRC shall be the Architectural Committee.

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. The Architectural Committee shall designate one or more of its members to whom applications may be delivered. The Architectural Committee may specify a form of application that must be used by applicants. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee. Subject to applicable law, the Architectural Committee may discuss and make decisions through e-mail communications.

(c) At each meeting, the Architectural Committee shall consider and act upon written and complete 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 discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans 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. The Architectural Committee shall act upon each written application complete with all required drawings and other information within twenty-five (25) days after the date on which such completed application is received.

(d) After the Turnover Date, no member of the Architectural Committee may participate in approving any application to the Architectural Committee which concerns such member's Lot. If such an application for approval is submitted to the Architectural Committee, the Board shall appoint a temporary member to the Architectural Committee for the limited purpose of considering and acting upon such application.

(e) After the Turnover Date, any applicant or other person who is dissatisfied with a decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within seven (7) days after the date the Architectural Committee renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the Architectural Committee shall be final and conclusively binding on all parties (other than the Developer) and shall be deemed to be the decision of the Architectural Committee for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment to the Homes Association of a reasonable fee by the appealing party.

15. No Liability for Approval or Disapproval; Indemnification.

(a) Neither the Developer, the DRC, the Homes Association, nor any of their officers, directors, managers, representatives or agents, nor any member of the DRC, the Architectural Committee or the Board (or any committee thereof) 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.

(b) If any Owner (other than the Developer) commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, the DRC, the Architectural Committee, any other committee, or any individual, director, officer or committee member, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, the Board, the DRC, 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, without limitation, reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association, each member of the Architectural Committee, each member of the DRC, 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, 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 Association or member of the DRC), 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.

16. Property Insurance. The Owner of each Lot shall insure (or cause to be insured) all improvements located on its Lot against damage or destruction by fire and the perils commonly covered under a special form policy in the aggregate amount equal to the full insurable replacement cost of thereof (without deduction for physical depreciation), with no coinsurance clause.

17. Potential View Obstruction. No Owner has any right to an unobstructed view beyond the boundaries of the Owner’s Lot. No Owner shall be entitled to prevent the construction or location of any structure, trees, landscaping or other item on any other part of the Subdivision, where otherwise permitted by this Declaration, because such structure, trees, landscaping or other item obstructs any view from the affected Lot.

18. Covenants Running with Land; Enforcement; Waivers. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. 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, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. 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 agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner.

Each of the Developer and the Homes Association and each Owner shall have the 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, reservations and other provisions set forth in this Declaration, in addition to pursuing an action at law for damages. To the maximum extent permitted by law, if the Developer or the Homes Association files such court action and is successful in obtaining a judgment or consent decree in such court action or otherwise obtaining compliance by the breaching party, the Developer and/or Homes Association shall be entitled to receive from the breaching party, as part of the judgment or decree or any dismissal or settlement, the actual legal fees, costs and expenses incurred by the Developer and/or Homes Association with respect to such action.

To the extent permitted by law, the Board may also enforce all of the foregoing agreements, restrictions, reservations and other provisions of this Declaration by establishing, levying and collecting reasonable monetary fines for violation thereof.

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 and the Homes Association may (but is not obligated to) enter the Lot to correct the violation, and, in addition or in lieu thereof, may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

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

In addition to the specific provisions of this Declaration that allow the Developer or DRC to make certain decisions or give permission for certain matters, the Developer or DRC or the Homes Association (acting through the Board) may, under special situations or circumstances as determined by it, allow variances or waivers of the requirements or terms set forth in this Declaration. Any such variation or waiver so granted by the Developer or DRC or the Homes Association shall not constitute a waiver of such requirement or term in any other situation or under any other circumstances.

In the event that any of the provisions of this Declaration are held to be invalid or unenforceable due to conflict with any applicable laws, this Declaration shall be deemed modified to comply with applicable laws and all other provisions shall remain in full force and effect.

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

In accordance with applicable law, the Homes Association may 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 Subdivision (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 Subdivision (or any part thereof) or which adversely affects the use and enjoyment of other properties or the Common Areas.

19. Relationship to City Ordinances. The provisions of this Declaration shall be valid and enforceable even if such provisions are more restrictive than the City's ordinances or other applicable laws. To the extent permitted by applicable laws, the parties entitled to enforce this Declaration shall also have the right to enforce, in a private civil action under this Declaration, all City ordinances and other laws that are applicable to the Subdivision, even if the City or other applicable governmental authority chooses not to enforce the same. All such City ordinances and other applicable laws that are in effect from time to time shall be automatically incorporated into this Declaration by this reference.

20. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer 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 all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. 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 of the Developer hereunder.

21. Release or Modification of Restrictions.

(a) 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 (in one or more counterparts) signed by both (i) the Owners of at least 60% of the Lots within the Subdivision as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association under express authority and action of the Board. After the recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written instrument 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. Notwithstanding the foregoing, no amendment adopted under this Section 21(a) may remove, revoke, or modify any right or privilege of Developer under this Declaration at any time without the prior written consent of Developer.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, 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 Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such

agency of the Subdivision, or any part of the Subdivision or any Lot in the Subdivision, 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 of some matter relating to the development of the Subdivision, (iii) the amendment is necessary to cause this Declaration to comply with any applicable law, (iv) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, (v) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Subdivision or (vi) until December 31, 2032, 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 Homes Association.

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

22. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, at any time, to add to the existing Subdivision 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 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.

23. Severability. Invalidity 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.

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

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

THE DEVELOPER:

HERITAGE RANCH DEVELOPERS, LLC

By: [Signature]
Name: Bruce L. Rieke
Title: Manager

By: [Signature]
Name: Scott Underwood
Title: Manager

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me, a notary public, on October 31, 2024 by **Bruce L. Rieke** and **Scott Underwood**, as Managers of Heritage Ranch Developers, LLC, a Kansas limited liability company.

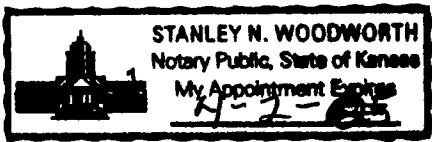
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: _____

[Signature]
Signature of Notary Public in and for said
County and State

Print Name: Stanley N. Woodworth

[SEAL]



JO CO KS	BK:202606	PG:006253
20260622-0006253		
Electronic Recording	6/22/2026	
Pages: 2	F: \$38.00	2:35 PM
Register of Deeds	T20260030990	

**HERITAGE RANCH
DECLARATION OF RESTRICTIONS
ADDITIONAL PHASES
(3rd and 4th Plats)**

Sec 18th
3200389

THIS DECLARATION is made as of the 9th day of DECEMBER, 2025,
by HERITAGE RANCH DEVELOPERS, LLC, a Kansas limited liability company (the
"Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office"), additional plats for the Heritage Ranch subdivision; and

WHEREAS, such plats add the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

Lots 123 through 152 and Tracts J, K, and L, HERITAGE RANCH, THIRD PLAT, a subdivision in City of Olathe, Johnson County, Kansas.

Lots 153 through 201, and Tracts M and N, HERITAGE RANCH, FOURTH PLAT, a subdivision in City of Olathe, Johnson County, Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Heritage Ranch Declaration of Restrictions, executed by the Developer and filed with the Recording Office in Book 202411 at Page 005897 (the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements

**HERITAGE RANCH
DECLARATION OF RESTRICTIONS
ADDITIONAL PHASES
(3rd and 4th Plats)**

Sec 18⁺
3200389

THIS DECLARATION is made as of the 9th day of DECEMBER, 2025,
by HERITAGE RANCH DEVELOPERS, LLC, a Kansas limited liability company (the
"Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of
Deeds of Johnson County, Kansas (the "Recording Office"), additional plats for the Heritage
Ranch subdivision; and

WHEREAS, such plats add the following lots to the subdivision (the "Additional Lots")
and the following tracts to the subdivision:

Lots 123 through 152 and Tracts J, K, and L, HERITAGE
RANCH, THIRD PLAT, a subdivision in City of Olathe, Johnson
County, Kansas.

Lots 153 through 201, and Tracts M and N, HERITAGE RANCH,
FOURTH PLAT, a subdivision in City of Olathe, Johnson County,
Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the
Additional Lots to the covenants, restrictions, easements and other provisions contained in that
certain Heritage Ranch Declaration of Restrictions, executed by the Developer and filed with the
Recording Office in Book 202411 at Page 005897 (the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for
its successors and assigns, and for its future grantees, hereby agrees and declares that the
Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements

and other provisions set forth in the Original Declaration. As contemplated in Section 22 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts J, K, and L of Heritage Ranch, Third Plat, are "Common Areas" under the Original Declaration.

Tracts M and N of Heritage Ranch, Fourth Plat, are "Common Areas" under the Original Declaration.

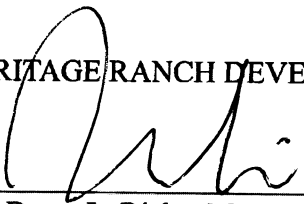
The following Additional Lots are 85' Lots: Lots 123 through 139, 146, 151 and 152, Heritage Ranch, Third Plat.

The following Additional Lots are 75' Lots: Lots 140 through 145 and Lots 147 through 150, Heritage Ranch, Third Plat and Lots 153 through 159 and 182 through 201, Heritage Ranch, Fourth Plat.

The following Additional Lots are 60' Lots: Lots 160 through 181, Heritage Ranch, Fourth Plat.

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

HERITAGE RANCH DEVELOPERS, LLC

By: 
Bruce L. Rieke, Manager

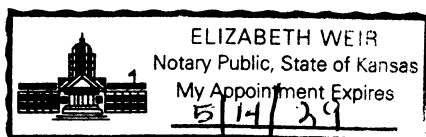
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

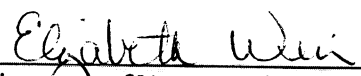
This instrument was acknowledged before me, a Notary Public, on December 9th, 2025 by Bruce L. Rieke, as a Manager of HERITAGE RANCH DEVELOPERS, LLC, a Kansas limited liability company.

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

My Commission Expires: 5/14/29

[SEAL]




Signature of Notary Public in and for said
County and State

Print Name: Elizabeth WEIR

JO CO KS	BK:202606	PG:008091
	20260629-0008091	
Electronic Recording		6/29/2026
Pages: 2	F: \$38.00	3:59 PM
Register of Deeds		T20260032296

**HERITAGE RANCH
HOMES ASSOCIATION DECLARATION
ADDITIONAL PHASES
(3rd and 4th Plats)**

Sec 1st
3200389

THIS DECLARATION is made as of the 18th day of June, 2026, by HERITAGE RANCH DEVELOPERS, LLC, a Kansas limited liability company (the “Developer”);

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the “Recording Office”), additional plats for the Heritage Ranch subdivision; and

WHEREAS, such plats add the following lots to the subdivision (the “Additional Lots”) and the following tracts to the subdivision:

Lots 123 through 152 and Tracts J, K, and L, HERITAGE RANCH, THIRD PLAT, a subdivision in City of Olathe, Johnson County, Kansas.

Lots 153 through 201, and Tracts M and N, HERITAGE RANCH, FOURTH PLAT, a subdivision in City of Olathe, Johnson County, Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments and other provisions contained in that certain Heritage Ranch Homes Association Declaration, executed by the Developer and filed with the Recording Office in Book 202411 at Page 005896 (the “Original Declaration”).

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 22 of the

Sec 1st
3200389

**HERITAGE RANCH
HOMES ASSOCIATION DECLARATION
ADDITIONAL PHASES
(3rd and 4th Plats)**

THIS DECLARATION is made as of the 18th day of June, 2026, by HERITAGE RANCH DEVELOPERS, LLC, a Kansas limited liability company (the “Developer”);

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Register of Deeds of Johnson County, Kansas (the “Recording Office”), additional plats for the Heritage Ranch subdivision; and

WHEREAS, such plats add the following lots to the subdivision (the “Additional Lots”) and the following tracts to the subdivision:

Lots 123 through 152 and Tracts J, K, and L, HERITAGE RANCH, THIRD PLAT, a subdivision in City of Olathe, Johnson County, Kansas.

Lots 153 through 201, and Tracts M and N, HERITAGE RANCH, FOURTH PLAT, a subdivision in City of Olathe, Johnson County, Kansas.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments and other provisions contained in that certain Heritage Ranch Homes Association Declaration, executed by the Developer and filed with the Recording Office in Book 202411 at Page 005896 (the “Original Declaration”).

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 22 of the

Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts J, K, and L of Heritage Ranch, Third Plat, are "Common Areas" under the Original Declaration.

Tracts M and N of Heritage Ranch, Fourth Plat, are "Common Areas" under the Original Declaration.

Tract N of Heritage Ranch, Fourth Plat, is a "Stormwater Treatment Facility" under the Original Declaration.

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

HERITAGE RANCH DEVELOPERS, LLC

By: _____

Bruce L. Rieke, Manager

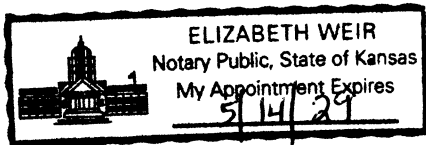
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me, a Notary Public, on June 18th, 2026 by Bruce L. Rieke, as a Manager of HERITAGE RANCH DEVELOPERS, LLC, a Kansas limited liability company.

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

My Commission Expires: 5/14/29

[SEAL]



Elizabeth Weir
Signature of Notary Public in and for said
County and State

Print Name: Elizabeth WEIR