

DECLARATION OF RESTRICTIONS

DEERFIELD TRACE, 1ST PLAT

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

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SARA E. ULLMANN
REGISTER DEERFIELD

WHEREAS, a plat of land known as DEERFIELD TRACE, 1ST PLAT, has been filed with the Register of Deeds of Johnson County, Kansas at Plat Book 90, Page 13; and

WHEREAS, said plat creates said DEERFIELD TRACE, 1ST PLAT, composed of lots and tracts described on Exhibit "A" attached hereto; and

WHEREAS, said plat dedicates to the public all of the streets and roads shown on said plat for use by the public; and

WHEREAS, Horizon Partners, a Kansas general partnership ("Developer") is the owner of all of the lots and land shown on the aforesaid plat and now desires to place certain restrictions thereon, all of which restrictions being for the use and benefit of the Developer, and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, grantees and assigns, hereby agrees that all of the lots, tracts and land shown described on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

For the purposes of these restrictions, the word "Developer" shall mean Horizon Partners, a Kansas general partnership.

The work "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of Deerfield Trace.

The word "outbuilding" shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "Deerfield Trace"). If and when other land

shall, in the manner hereinafter provided for, be added to that described above," then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "Association" shall mean the Deerfield Trace Homes Association, a Kansas not-for-profit corporation.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land hereby restricted shall be taken to hold and agree and covenant with the owners of said lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2015, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2015, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall be resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and

acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of the fee title to said lots, and with the written approval of the Developer, if it at that time owns one or more lots or tracts. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said lots and land and may be enforced by injunction, mandatory or otherwise; the Association may recover its reasonable attorneys fees in connection with such proceedings.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Deerfield Trace to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

1. No lot in Deerfield Trace shall be used for any purpose except residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed three (3) stories in height and an attached private garage for not less than two cars.

2. No lot shall be in any way subdivided. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been approved by the Architectural Control Committee, hereafter defined. The Architectural Control Committee shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. No fences shall be erected, placed or

altered without the prior approval of the Architectural Control Committee.

A. The Architectural Control Committee will be composed of the Board of Directors, of the DEERFIELD TRACE HOMES ASSOCIATION ("Board of Directors"), or a subcommittee designated by it. Until such time that there exists a Board of Directors of the DEERFIELD TRACE HOMES ASSOCIATION, the Developer will act as the Architectural Control Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

B. The Architectural Control Committee shall have control over completed homes in Deerfield Trace at or after the recording of this Declaration; exclusive control over approval of new homes to be constructed after the date of the filing of this Declaration shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to this Declaration of Restrictions and any homes association declaration, at which time said homes will then become subject to the Architectural Control Committee.

C. No building shall be located nearer than twenty-five (25) feet to the existing street lot line as shown in the recorded plat(s) of Deerfield Trace.

D. No building shall be located nearer than five (5) feet to any interior lot line.

E. For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another lot.

F. No fencing shall be permitted upon any of the lots unless such fencing shall be wooden and built with methods and materials which harmonize with external design of buildings in Deerfield Trace. No fence shall exceed 48" in height unless specifically approved for a greater height by the Architectural Control Committee. No animal pens or runs shall be permitted without written approval from the Architectural Control Committee.

G. All houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the Architectural Control Committee, soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

H. Each lot shall be used for only single family residential purposes; provided, however, that the Developer reserves the right to utilize one or more lots for common areas or common amenities, or sales offices. The Board of Directors may establish rules and regulations for the use of a portion of a home by the owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the home.

I. The above lots may be improved, used or occupied only for private residences, and no flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

J. No residence shall be more than three stories in height, except that split-level construction shall be permitted.

K. No trailer, basement, tent, shack, garage, barn or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

L. No dwelling or residence shall be occupied until fully completed, except in a situation where a temporary occupancy permit can be obtained from the city because of conditions that temporarily delay completion of the dwelling, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than two dogs and two cats shall be kept or maintained on any lot. In the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the subdivision, such animal shall be removed from the subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

N. No school or other buses, motor homes, mobile homes, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No school bus, recreational vehicle, tractor, truck with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot for more than forty-eight (48) hours at any one time; such vehicles shall be stored in a garage if kept on a lot for more than forty-eight (48) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot.

O. All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of contents or motor vehicles.

P. No exterior clotheslines or poles (including flagpoles unless attached to a dwelling) may be erected or maintained on any of the lots hereby restricted.

Q. No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

R. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except on lots that have residences under construction.

S. No radio or television aerial wire, antenna, antenna tower, satellite dish or energy collector, whether permanent or temporary, shall be maintained outside of any structure, unless approved in advance by the Architectural Control Committee.

T. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.

U. No trash, ashes, or other refuse shall be thrown, dumped or placed upon any undeveloped portion of the subdivision.

V. Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance.

W. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool; no above ground or above grade swimming pools shall be permitted. No tennis courts shall be allowed unless constructed on common areas or areas owned by the Homes Association.

X. No storage buildings shall be allowed.

Y. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.

Z. Basketball goals may be erected only with the prior approval of the Architectural Control Committee. All basketball goals shall be free-standing on poles, and shall not be attached to any residence or building; the backboard of such goals shall be constructed of transparent material. Poles, nets, hardware, backboards and braces shall be kept in good condition.

AA. No sign of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the Architectural Control Committee, except that subdivision entry sign/markers, directional signs and advertising signs for the purpose of real estate sales, may be erected and maintained with the consent of the Developer (so long as Developer owns land in the subdivision). For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer.

BB. No residence or lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association.

CC. No hunting or use of firearms or archery equipment shall be permitted in the subdivision.

DD. No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the Architectural Control Committee.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

4. No fences or private structures shall be constructed in the landscape easements as indicated on the plat. Any plantings within the landscape easement shall be approved by the Developer.

5. All residences shall have a total finished floor area of not less than 1250 square feet.

6. All residences shall have wood windows or wood clad windows, and every residence shall have a composition roof of color and style approved by the Developer.

7. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Committee shall have authorization to

do so and the cost thereof may be taxed as a lien against the property.

8. The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the district and subdivision at any time, by document recorded in the Office of the Register of Deeds of Johnson County, Kansas.

OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING DECLARATION TO CERTAIN REAL PROPERTY

The legal owner of all of the real property described herein, Horizon Partners, a Kansas general partnership, shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved and under the ownership of Horizon Partnership or its assigns. The Developer specifically reserves the right to carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11th day of October, 1994.

"Developer"

Horizon Partners, a Kansas General Partnership

By: [Signature]
Dennis J. Daschke, Managing Partner

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 11 day of October, 1994, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Dennis J. Daschke, who is personally known to me to be the same person who executed, as such managing partner, the within instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public

My Appointment Expires:

January 26, 1998

KAREN N. SLOAN
Notary Public - State of Kansas
My Appt. Expires 1-26-98

AMENDED DECLARATION OF RESTRICTIONS

WHEREAS, by a Declaration of Restrictions dated October 11, 1994 and recorded in the office of the Register of Deeds of Johnson County, Kansas on February 1, 1995, in Volume 4522, beginning on page 974, Horizon Partners, a Kansas general partnership, imposed certain restrictions upon land which is particularly and specifically described in said Declaration of Restrictions; and
 WHEREAS, the undersigned are now the owners of:

Tract "A", Lots 108 through 110, Lot 130, Lots 176 through 201, DEERFIELD TRACE, 1st PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas, and Lots 1 through 14, Lots 51 through 63, Lots 105 through 107, and Lots 202 through 215, DEERFIELD TRACE SECOND PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas,

as shown on the recorded plats thereof on file and of record in the office of the Register of Deeds, Johnson County, Kansas or are required to give consent to amend said restrictions; and

WHEREAS, the undersigned now desire to amend said restrictions upon

Tract "A", Lots 108 through 110, Lot 130, Lots 176 through 201, DEERFIELD TRACE, 1st PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas, and Lots 1 through 14, Lots 51 through 63, Lots 105 through 107, and Lots 202 through 215, DEERFIELD TRACE SECOND PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas,

and said amended Restriction and all other Restrictions set forth and contained in the aforesaid Declaration of Restrictions dated October 11, 1994 shall hereafter apply to all of said lots.

NOW, THEREFORE, in consideration of the premises and by virtue of their right so to do, the undersigned do hereby declare that

Tract "A", Lots 108 through 110, Lot 130, Lots 176 through 201, DEERFIELD TRACE, 1st PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas, and Lots 1 through 14, Lots 51 through 63, Lots 105 through 107, and Lots 202 through 215, DEERFIELD TRACE SECOND PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas,

as shown on the recorded plats thereof on file and of record in the office of the aforesaid Register of Deeds shall be and the same are hereby made subject to the following amended terms and provisions of the aforesaid Declaration of Restrictions which is recorded in Volume 4522 beginning at page 974, for the same period or extended period of time during which any of the restrictions contained in

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the aforesaid Declaration of Restrictions may remain in force with respect to the property originally described therein, to wit:

Section 2 shall hereafter read:

SECTION 2. VOTING RIGHTS

The Deerfield Trace Homes Association shall have two (2) classes of voting membership, as follows:

Class A. Each Owner of a Lot in Deerfield Trace shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot owned by him, her or it in fee simple title. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Developer shall be a Class B member. Class B membership of the Developer shall continue until Developer owns no land in the District (including lands added as set forth below) or until six years have expired from the date of this declaration, whichever first occurs. For purposes of voting requirements herein, the Class B member shall have three (3) votes for each lot owned by it.

(1) The voting rights of a Class A member shall be suspended for any period during which any assessment described herein, including interest and fees, remains unpaid.

(2) The Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules for the use of any recreational facility, including one or more swimming pools, located within a Common Area.

(3) At any regular or special meeting of the Association, members may cast their vote in person or by proxy.

(4) Except as hereinbefore provided, the Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(5) Unless the context clearly indicates to the contrary, decisions by the Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.

Section 7 shall hereafter read:

SECTION 7. METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, each Lot within the District, owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence, shall be subject to an annual general fund assessment which may be levied by the Association from year to year, which assessment shall be paid to the Association annually or at such other times as the Association may determine in advance. The Board of Directors of the Association may from time to time fix and determine the total amount required in this general fund and may

levy and collect an annual assessment for each Lot owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence. Assessments shall commence either upon occupancy of the home or by completed sale, whichever comes first. The assessment for the year in which the dwelling is erected shall be determined on the basis of date of closing of the conveyance to the homeowner or occupant. On newly constructed single family dwellings first occupied or conveyed, assessments will be prorated on a 365-day year basis.

(2) The annual assessment upon each Lot as aforesaid may be increased on all the Lots in the District by an amount not exceeding twenty percent (20%) of the previous annual assessment applicable to said Lot, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, seventy-five percent (75%) of the votes of the Class A members present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefor. The Association shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as seventy-five percent (75%) of the votes of the Class A members present in person or by proxy at the annual meeting or a special meeting called for such purpose may deem reasonably necessary.

[(3) through (8) remain unchanged]

(9) Meetings of Members.

(a) Annual Meeting. The first annual meeting of the members shall be held not later than the first Wednesday in March of 1997 and each subsequent regular annual meeting of the members shall be held on the first Wednesday of March each year thereafter, at 7:00 p.m. The exact first annual meeting date shall be determined by the initial director, and written notice given each member at least 10 days prior thereto. No notice need be given of the regular annual meeting thereafter.

(b) Quorum. More than 50% of all of the votes of the Class A members entitled to vote, represented in person or by proxy, shall constitute a quorum for any action except as otherwise provided by the Kansas Corporate Code or the Articles of Incorporation. If a quorum shall not be present or represented at any meeting, the members entitled to vote shall have the power to adjourn the meeting from time to time, without further notice until a quorum shall be present or represented.

(c) Voting. Except as otherwise provided in the Declaration of Restrictions, this Declaration, or by law, a majority of the votes constituting a quorum at any properly held meeting shall be sufficient to authorize any action of the Association.

(d) Proxies. At all special or regular meetings of the members a member may vote in person or by proxy executed in writing by such member. Such proxy shall be filed with the Secretary of the corporation before or at the time of the

meeting. Said proxy shall be valid for twelve months from the date of its execution or until sooner revoked in writing filed with the Secretary.

Section 11 shall hereafter read:

SECTION 11. WAIVER OF LIEN RIGHTS AGAINST FIRST MORTGAGE HOLDER

Where the mortgagee of a first mortgage of record acquires title to a unit as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to a lot in lieu of foreclosure, or where Developer accepts a deed to a lot in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for the share of common expenses or assessments by the Association pertaining to such lot or chargeable to the former owner of such lot which became due prior to such acquisition of title.

The above stated amended restriction shall apply in the same manner and like force and effect as if the said

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as shown on the recorded plats thereof, had been made subject thereto in said Declaration of Restrictions dated October 11, 1994.

IN WITNESS WHEREOF, the undersigned has set its hand on this 6th day of August, 1996.

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

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SARA EULLMANN
REGISTER OF DEEDS

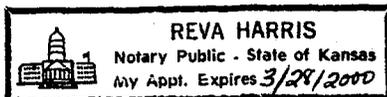
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HORIZON PARTNERS
a Kansas general partnership

By [Signature]
Dennis J. Daschke,
Managing Partner

STATE OF KANSAS, JOHNSON COUNTY: ss

The foregoing instrument was acknowledged before me by DENNIS J. DASCHKE, Managing Partner of HORIZON PARTNERS, a Kansas general partnership, on the 6th day of August, 1996.



[Signature] Notary Public
My appointment expires: March 28, 2000