

RTN-Security 1st Title

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SR Shadow Rock



**SHADOW ROCK MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS, AND DISCLOSURES**

THIS SHADOW ROCK MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES ("Declaration") is made effective the 1st day of May, 2014, by Shadow Rock, LLC, a Kansas limited liability company (hereinafter referred to as the "Developer").

WITNESSETH, THAT:

WHEREAS, Developer deems it desirable to adopt and establish covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined); and

WHEREAS, it is desirable to establish binding covenants, conditions and restrictions applicable to the Property for the proper development thereof, adequate maintenance and government of the Shadow Rock Common Area (as hereinafter defined), and to specify the rights and obligations of the Developer and the Owners (as hereinafter defined); and

WHEREAS, the Association (as hereinafter defined) will be incorporated for the purpose of exercising certain powers and functions hereunder; and

WHEREAS, Developer will convey title to all of the Lots (as hereinafter defined), subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Developer hereby covenants, agrees and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all of the Property described herein and the Owners thereof, their successors and assigns.

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ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

1.1 "Articles" shall mean the Articles of Incorporation of the Association which shall be filed in the office of the Secretary of State of Kansas, as such Articles may be amended from time to time.

1.2 "Association" shall mean and refer to Shadow Rock Master Homeowners' Association (or such other corporate name as the Developer shall hereafter select), a nonprofit corporation, incorporated under the laws of the State of Kansas, its successors and assigns.

1.3 "Board" shall mean and refer to the Board of Directors of Directors of the Association. (The Shadow Rock Board will take over the management responsibilities of Shadow Rock at a time deemed appropriate by the Developer.)

1.4 "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.5 "Community Area" shall mean each separate residential phase or area within the Property, as designated from time to time by the Developer, or its successors or assigns. The Community Areas shall be comprised of: Lots 1-21, Block A; Lots 1-3, Block B; Lots 1-19, Block C; and Lots 1-17, Block D.

1.6 "DRC" shall mean the Design Review Committee established pursuant to Article VIII hereof. (DRC shall have authority as outlined in this document until all lots have been sold and homes constructed on those lots or as determined by the Developer.

1.7 "Developer" shall mean Shadow Rock, LLC, a Kansas limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term "Developer" as used herein shall thereafter refer to both the Developer and all successor developers unless the context clearly means otherwise. (The Developer will maintain management responsibilities until he deems the appropriate time to turn over those responsibilities to the Board.)

1.8 "Shadow Rock Common Area Costs" shall mean the actual costs of owning, operating, maintaining, repairing, and replacing Shadow Rock Common Area and improvements thereon.

1.9 "Shadow Rock Common Area" shall mean those portions of the Property platted for the common use and enjoyment of the Members of the Association as the same is from time to time by annexation of other or pursuant to Section 3.4 below, as follows:

Reserves E, F and G, as amended from time to time,
Shadow Rock Addition.

1.10 "Lot" shall mean and refer to each platted Lot within the Property upon which there may be constructed a residence; provided, that where land has been attached to or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a Lot hereunder, and two or more Lots which are combined into a single residential site shall be deemed one "Lot" hereunder.

1.11 "Member" shall mean and refer to every person or entity who or which is an Owner of a fee or undivided fee interest in any Lot, but not including any Owner who has sold his interest in a Lot under an executory contract and no longer has possession of his Lot. During the time any such executory contract is in force, the contract vendee shall be considered to be the Member rather than the contract seller. When more than one person holds an interest in a Lot, all such persons shall be Members.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 "Property" shall mean and refer to all of the property described as Shadow Rock Common Area and the following Lots, together, or excluding such other land added or removed by the terms of this Declaration:

Lots 1-21, Block A, Shadow Rock Addition;
Lots 1-3, Block B, Shadow Rock Addition;
Lots 1-19, Block C, Shadow Rock Addition;
and
Lots 1-17, Block D, Shadow Rock Addition.

1.14 "Structure" shall mean and include any thing or device (other than trees, shrubbery, hedges and landscaping), the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, screening materials, swimming pool, tennis court, light pole, clothesline, radio or television antenna, fence, curbing, paving, wall more than two feet (2') in height, satellite dish, signboard, mailbox and related structure, or any temporary or permanent improvement to such Lot. "Structure" shall also include (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (ii) any change in the grade of any Lot other than in accordance with drainage guidelines, standards and plans established by the Developer, DRC, the municipality having jurisdiction over the Property or the Lot-specific drainage plan referenced in Section 5.25, whichever are most stringent.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. The Association shall have as Members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become Members, and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

2.2 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. Each Member of the Association shall have one (1) vote for each Lot owned by the Member, subject to the following exceptions and conditions:

A. When any such Lot is owned or held by more than one (1) Member as tenants in common, joint tenancy or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot, and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot. Fractional votes shall be permitted, but in no event shall more than one vote be cast with respect to any Lot.

B. Any Member who is in violation of this Declaration (including, but not limited to, the failure to timely pay assessments or other sums due hereunder), as determined by the Board, shall not be entitled to vote during any period in which such violation continues. The Board shall be the sole judge of the qualifications of each Member to vote and the right to participate in meetings and proceedings of the Association.

C. Notwithstanding the foregoing, Developer shall be entitled to ten (10) votes for each single Lot owned by it.

D. The Board shall adopt such Bylaws, consistent with the terms hereof, the Articles and the laws of the State of Kansas, as it deems advisable for any meeting of Members with regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and such other matters concerning the conduct of meetings and voting as it shall deem proper.

2.3 Formation. Developer shall form the Association following recordation hereof, and shall convey Shadow Rock Common Area to the Association prior to the date it fully transfers its rights under Section 2.4 below, by special warranty deed, in an "AS IS" condition subject to all easements, rights-of-way, and liens for non-delinquent ad valorem taxes and special assessments.

2.4 Initial Operation. Notwithstanding the provisions of this Declaration, the operation of the Association and the Board shall be within the absolute and exclusive control of the Developer until such time as Developer transfers the operation thereof to the Association and Board, written notice of which transfer shall be given to the Association by Developer. During the operation of the Association and the Board by Developer, Developer may perform and exercise any and all rights and obligations hereunder related to the Association, and the Board. Further, the appointment of the members of the DRC, pursuant to Section 8.2 hereof, shall be made by Developer until such time as Developer specifically fully relinquishes such right by written instrument delivered to the Association.

2.5 Board of Directors. All actions of the Association shall be taken on its behalf by the Board, except for (a) when a vote of the Members is specifically required by this Declaration, the Articles, or the Bylaws, and (b) the initial operation thereof by Developer as referenced in Section 2.4 above.

ARTICLE III

**PROPERTY RIGHTS IN SHADOW ROCK COMMON AREA;
MAINTENANCE**

3.1 Members' Easements of Enjoyment. Every Member shall have a right and nonexclusive easement in and to the Shadow Rock Common Area, and such easement shall be appurtenant to and shall pass with every Lot, subject to the following provisions and to the other provisions of this Declaration:

A. The right of the Board to establish uniform rules and regulations regarding the activities on or uses of Shadow Rock Common Area and to restrict or eliminate some or all types of activities or uses thereof;

B. The right of the Board to limit the number of guests of Members;

C. The right of the Board, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving Shadow Rock Common Area and facilities and to mortgage Shadow Rock Common Area; provided that the rights of such mortgagees shall be subordinate to the rights of the Members;

D. The right of the Board to suspend the use of Shadow Rock Common Area and any recreational facilities thereon by a Member and his family for any period during which any assessment against his or her Lot remains unpaid and delinquent, and for a period not exceeding sixty (60) days for any single infraction of the rules and regulations of the Association. The Board shall have the right to employ third parties on behalf of the Association and to delegate to such parties the right to determine whether violations of this Declaration or rules or regulations have occurred with regarding to Shadow Rock Common Area;

E. The right of the Board to charge reasonable admission and other fees for the use of any recreational facilities situated on Shadow Rock Common Area;

F. The right of the Board, on behalf of the Association, to dedicate or transfer all or any part of Shadow Rock Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Board;

G. The covenants and restrictions contained herein; and

H. The right of the Board to establish, on behalf of the Association, uniform rules and regulations pertaining to the use of Shadow Rock Common Area, including, but not limited to, the recreational facilities thereon.

3.2 Delegation of Use. A Member's right of enjoyment in Shadow Rock Common Area shall automatically extend to all members of his or her immediate family residing on a Lot with such Member. No guests shall be entitled to exercise such right of enjoyment or to any use of Shadow Rock Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.3 Waiver of Use. No Member may exempt himself or herself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the Shadow Rock Common Area and the facilities thereon or by abandonment of his or her Lot.

3.4 Reconfiguration and Conveyance of Portions of the Shadow Rock Common Area. Notwithstanding anything to the contrary provided herein, the Developer or the Association may alter or reconfigure Shadow Rock Common Area from time to time by replatting, lot split, boundary shift or other subdivision procedures or deeding land, for the purpose of adding land to, or removing land from, Shadow Rock Common Area. Automatically, without the necessity of amending this Declaration, upon the completion of any such alteration or reconfiguration, any land (a) removed from such area shall cease to be Shadow Rock Common Area, and, upon such removal, no Member shall have any easement or right of use or access thereto and (b) added to Shadow Rock Common Area shall become a part thereof, and upon such addition each Member shall have a nonexclusive easement thereto as provided in Section 3.1 above.

3.5 Shadow Rock Common Areas; Amenities, Improvements and Maintenance. Developer shall pay the initial cost of constructing or installing the original improvements and amenities to Shadow Rock Common Area listed on Exhibit "A" attached hereto; provided, Developer or the Association may install additional amenities or improvements as either elects from time to time. Developer, its contractors and any subcontractors, and the employees thereof, shall have an easement and right of access upon Shadow Rock Common Area for the construction and installation of Shadow Rock Common Area improvements and amenities.

3.6 Natural Condition of the Shadow Rock Common Area.

Notice is hereby given that the Developer intends to preserve most, if not all, of Shadow Rock Common Area in a natural state and condition without mowing or trimming, however, certain areas selected by Developer or the Association (most likely selected areas around the swimming pool and entry areas) will be mowed, trimmed, and planted with flowers, shrubs and maintained in a manicured condition.

ARTICLE VI

COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.1 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operating, maintaining, caring, insuring, improving and conducting such other activities and taking such other actions pertaining to Shadow Rock Common Area as the Association shall deem appropriate, and to afford the Association the means and resources necessary to carry out its rights, duties and functions, the Board shall have the right, in each year, but subject to the exemptions provided below, to assess against each Lot, and the Owner(s) thereof, a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof; provided, notwithstanding anything to the contrary appearing in this Declaration. No portion of any obligations, liabilities, costs or expenses of the Association which are not Shadow Rock Common Area (S.R.C.A) costs shall be assessed to the Lots, or the Owners of Lots. As used herein the "proportionate share" shall mean that each Lot shall be assessed a fraction of the S.R.C.A Costs equal to 1 divided by the total number of Lots. The general assessment will be paid bi-annually, as specified by the Board from time to time. The amount of the initial general assessments (initial fee and annual HOA dues) shall be established by Developer and shall commence on the date specified by Developer upon notice to the Owners either personally delivered or mailed to an Owner's last address know to Developer. The HOA Dues for any partial year shall be prorated. Subject to the exemptions specified herein, the obligation of each Owner to pay assessments hereunder shall commence on the date title is conveyed to such Owner and is not dependent upon there being a residence erected thereon.

4.2 Basis of Assessment; Exemption; Transfer Assessment; Proration.

A. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners, except that (i) in view of the substantial expenditures incurred by Developer in connection with the Shadow Rock Common Area, Developer, and any properly licensed general contractor owning a Lot for the purpose of constructing a residence thereon and offering the same for sale, shall be exempt from imposition of any assessment, whether general or special, with respect to any Lot so long as Developer or such contractor holds legal title thereto (provided, the assessment exemption for such general contractors shall not extend beyond twelve (12) months from the date an applicable Lot is conveyed to such contractor and shall cease if the Lot and residence thereon is occupied for residential purposes.

B. At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to Four Hundred, Seventy-Five Dollars (\$475.00); provided the requirement to pay such a fee shall not apply to either:

1. the transfer by Developer to an affiliated entity, or the transfer of Developer's interest as developer of the Property;

2. the transfer of title to any Lot to a properly licensed general contractor for purposes of constructing a residence thereon for the purpose of offering the same for sale.

C. In the event any Lot would be subject to a general or special assessment in any calendar year, if it were not for an exemption available under subparagraphs A and/or B immediately above, at such time as such exemption is no longer in effect during such calendar year, the applicable assessment shall be prorated for such year (based on the remaining portion of such year) and be paid by the then Owner.

4.3 Limitations on General Assessments.

A. The maximum general assessment for any year may not be increased for any subsequent year by the Association, to an amount which is more than twenty percent (20%) compounded above the general assessment for the previous year, without a vote of the membership of the Association.

B. The assessment for any year may be increased to an amount greater than that permitted by subparagraph A of this Section only upon the affirmative vote of the Members holding more than one-half of the total authorized votes represented at a duly called meeting, who are voting in person or by proxy.

C. The Board may not fix the annual assessment at an amount in excess of the amounts permitted hereunder.

4.4 Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot and the Owner(s) thereof for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid except upon the approval of Members holding at least two-thirds of the votes of the Members present, in person or by proxy, at the meeting duly called for the purpose of approving the same.

Further, the Board shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach results in an expenditure by the Association for repair or remedy of such breach. Any special assessments shall be payable in full (unless a schedule for payment in installments is specified) on the first day of the second calendar month next following the date that the same shall be established by the Association.

4.5 Collection and Expenditures. The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may, in addition to such assessments, charge and assess costs and expenses, including reasonable attorneys' fees, and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided for in this Declaration and the Articles and Bylaws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from

year to year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.6 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and shall automatically constitute a lien on the applicable Lot and shall so continue until the amount of said charge and assessment, together with all costs, late fees, fines, penalties and interest as herein provided, has been fully paid or otherwise satisfied. The Association may cease to provide all and any of the services provided by or through the Association with respect to any Lot during any period that an Owner is delinquent in the payment of any sum due under this Declaration, or due to any other default hereunder, and no such cessation of services shall result in reduction of any amount due from the Owner before, during or after such cessation. No claim of the Association for assessments or other charges due hereunder shall be subject to setoffs or counterclaims made by any Owner.

4.7 Notice of Delinquency. At any time after any general or special assessment against any Lot has become delinquent, the Association may record in the office of the Register of Deeds, Butler County, Kansas, a Notice of Delinquency as to such Lot, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees and expenses) fines and late fees, which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association. Upon payment or other satisfaction of said assessment, interest, late fees, fines and costs and expenses in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

4.8 Right of Association to Enforce Payment of Assessment. By the acceptance of title to a Lot, each Owner shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of assessments, charges or fines, and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or documentation associated therewith (whether such liens are now in existence or are created at any time in the future) the benefit of any redemption, homestead or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.

4.9 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. Each current and future Owner hereby consents to the foreclosure procedures specified in this Article. In any action to foreclose any such lien, the Association shall be entitled to its costs and expenses, including reasonable attorneys' fees and expenses, and such late fees, fines and accrued interest for delinquent charges and assessments as shall have been established by the Association. The Developer and/or the Association shall have the right to bid on a Lot at the foreclosure sale. The foreclosure proceedings with respect to liens established pursuant to this Declaration, may be foreclosed at anytime within fifteen (15) years following the filing of the Notice of Delinquency; provided, if at the expiration of such fifteen (15) year period suit shall have been instituted for collection of the assessment, the lien shall continue until payment in full or termination of the suit and sale of the applicable Lot.

4.10 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been, or may hereafter be, given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

4.11 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each Owner of each Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each general and special assessment, late fee, interest and fine levied against such Lot during the period of ownership and for all other payment obligations specified in this Declaration.

4.12 Late Fee and Interest on Delinquent Assessments. In the event assessment charges (general or special), fine or other sums due under this Declaration shall remain due and unpaid thirty (30) days after the same are due the Owner shall be charged a late fee of ten percent (10%) of the unpaid amount and the unpaid amount shall bear interest at the rate of ten percent (10%) per annum, or such other rate as may be established from time to time by the Board; provided however, that such interest rate shall never exceed the maximum allowed by law.

4.13 Duties/Use of Funds. The Association assessment fund shall be used for such of the following purposes as the Board shall determine necessary and advisable for improving, maintaining, repairing and replacing Shadow Rock Common Area, which responsibilities include, but are not limited to expenses incidental to the proper operation, maintenance, repair and replacement of any recreational facilities located within Shadow Rock Common Area, including any recreation structures or improvements; for collecting and disposing of garbage and rubbish; for employing night watchmen (if the Board elects to do so); for caring for vacant property (including the mowing of vacant Lots not owned by Developer); for removing grass or weeds; for street cleaning; for street lights, street signs, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of the Association; for purchase of insurance; for fees, expenses and costs incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; for doing any other thing necessary or advisable for the general welfare of the Owners; or for any other purpose within the purposes for which the Association is incorporated.

4.14 Fines. The Board shall have the authority to assess fines for any violation of this Declaration by an Owner, which fines shall be determined in the sole discretion of the Board; provided, a fine may not exceed fifty dollars (\$50.00) per day of violation unless unanimously approved by all members of the Board. Prior to assessing such fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Owner, specifying the violation. If the noncompliant Owner fails to cure the violation within twenty (20) days following the mailing of such notice by the Board, or if there is a reoccurrence of the violation during such twenty (20) day period, then in addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant Owner and his Lot in an amount determined by the Board to be appropriate in its discretion, which shall be paid within ten (10) days following the date notice thereof is given to such Owner by written notice deposited in the mail to the Owner's address last known to the Board, or personal delivery thereof to the residence of such Owner. Until paid in full, the amount of such fine shall constitute a lien on the noncompliant Owner's Lot, and shall be subject to enforcement and foreclosure in the same manner as an assessment under this Article 4.

ARTICLE V

USE OCCUPANCY AND CONDUCT RESTRICTIONS

5.1 General. The Property is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials; to ensure the best development of the Property; to encourage and secure the erection of attractive homes of appropriate size and appearance thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets and adequate free spaces between Structures; and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots and the Shadow Rock Common Area.

5.2 Construction Requirements. Unless approval is otherwise approved by the DRC, the following construction guidelines shall be complied with:

A. Materials; Size; Basement and Roof. As to all Lots, but subject to such waivers or modifications as are permitted by the DRC, the applicable construction requirements shall be as follows:

Exterior walls and facings of all buildings, structures and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, limited wood siding, (concrete or equivalent) and paneling approved by the DRC, glass, glass blocks, or any combination thereof or as approved by the DRC. Unless otherwise approved by the DRC, at least eighty percent (80%) of the siding or veneer surface of the front elevation of each residence shall be brick or stone materials. Each residence shall, unless otherwise approved by the DRC, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages.

Corner lots may/will require additional brick and/or stone treatments on sides that are visible from the street as required by the DRC.

All roofs on all building improvements on any Lot shall be a minimum of a 40 Year Architectural Composition shingle or forms of tile approved by the DRC and may change from time to time.

The size and total square feet of each residence must be approved by the DRC and meet the requirements set forth by the DRC from time to time in it's sole discretion. 1-1/2 Story and 2 Story house plans will be approved on an individual basis.

B. Roofs, Pitch and Windows. Unless otherwise approved by the DRC, the minimum pitch of the roof for each residence or other building constructed on a Lot shall be 9/12. Window frames shall be wood, vinyl or other composition materials as approved from time to time by the DRC.

C. Initial Policy Guidelines. The following initial policy guidelines have been established for Lots, and the same may be waived, changed or revoked from time to time by the DRC without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the DRC to determine current policy guidelines.

1. ALL LANDSCAPING PLANS MUST BE APPROVED, IN WRITING, BY THE DRC, PRIOR TO INSTALLATION.

2. There shall be no rock or gravel yards and all front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass. (Prevailing turf grass for South Central Kansas, i.e. Fescue.)

3. In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the DRC.

4. All basketball backboards shall be either white or glass and shall be placed or installed only in the rear yard, unless otherwise approved by the DRC; may not be attached to a residence; and shall be first approved by the DRC. All recreation and play equipment shall be located in the rear of any Lot. There shall be no portable basketball goals/stands permitted in the front or side yards. Location of the portable basketball goals/stands in the backyard shall not be permitted without written approval by the DRC.

5. All vegetable gardens shall be in the back yards only and will not be permitted to interfere with the approved, master drainage plan. Location to e approved, in writing, by the DRC.

6. Dog runs, if permitted at all by the DRC, must be screened from view from neighboring homes with fencing or other appropriate material.

7. All exterior wood surfaces on homes (excluding decking) must be painted, or stained and sealed and color approved by the DRC.

8. Any temporary covering of a swimming pool, tennis court, patio, or otherwise of a rigid or "bubble" type shall not be allowed.

9. No window shall contain any reflective material provided by anyone other than the original window manufacturer and approved by the DRC.

10. Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot if so approved by the DRC; provided, that the same shall not exceed one story in height; are allowed by applicable building codes; and are constructed using exterior materials and design characteristic of the residence on such Lot.

11. All firewood stacks in excess of two cords of wood shall be screened from view from neighboring Lots, and no stack shall exceed six feet (6') in height.

12. All forms of sculpture or "yard art" must first be approved by the DRC.

13. Within ninety (90) days following substantial completion of a residence on a Lot, but in any event, no later than the planting season immediately following completion of such residence, the Owner thereof shall sod or seed the entire front yard, the side yards and back yard of such residence thereof, and shall plant at least ten (10) perennial shrubs and/or bushes and five (5) trees on the Lot, with a minimum of three (3) deciduous trees having trunks at least two inches (2") in diameter measured at a point two feet (2') above ground level and a minimum of two (2) pine or cedar trees at least four feet (4') in height above ground level; a minimum of three (3) of such trees shall be planted in the front yard of such lot except for cul-de-sac or irregular lots as noted on the engineering site plan.
ALL LANDSCAPING MUST BE APPROVED, IN WRITING, BY THE DRC PRIOR TO INSTALLATION.

14. No Zoysia, Bermuda or prairie grass lawn (as determined by the DRC) shall be permitted.

15. Pad elevations and all exterior drainage shall be set by Developer's engineer at the cost of Owner and any deviation there from and any resulting liability, damage, or costs incurred as a result thereof, shall be the responsibility of the Owner.

16. No Christmas lights shall be lighted before Thanksgiving and shall be taken down no later than February 1st of the following year.

17. All tennis and sport courts must have a green or black vinyl fence (unless black wrought iron is utilized) and any windscreen shall be black or green. No fence may exceed 10 feet (10') in height. Tennis or sport court lighting is not allowed. Tennis and sport courts shall be built in the rear yard portion of any Lot, and shall include such landscape and screening as required by the DRC.

18. No storage sheds shall be permitted except as may be specifically approved by the DRC. Any storage shed approved by the DRC must be permanent in nature and shall be constructed using exterior materials and design characteristics of residence constructed on the Lot.

19. There shall be no "shirt fronting" and all side and rear elevations (exclusive of any gable area) shall consist of a blend of the materials utilized for the front elevation of any residence.

20. All garages must be side loaded, where possible, which includes "L" shaped garages, and may include approximately 135° or greater side yard/side loaded garages, if previously approved in writing by the DRC; provided the DRC may (but shall not be required to) approve front loaded garages with acceptable motor courtyard walls and screenings.

21. No private mailboxes will be allowed. Developer will provide the Neighborhood Delivery and Collection Box Units, as approved by the US Postal Service, prior to closing.

22. Trash and refuse container storage areas shall be installed at a location approved by the DRC and shall be screened in a manner approved by the DRC.

5.3 Rules and Regulations. Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity, which may be or become a nuisance to the neighborhood shall be carried on upon the Property.

5.4 Damage Prohibited. No owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to Shadow Rock Common Area, street rights-of-way, the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot, Shadow Rock Common Area, or street right-of-way in connection with the construction of Structures on such Owners' Lot, including, but not limited to, damage to lawn areas, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. Owners are hereby advised that DIG SAFE (a service which may be consulted in advance of excavation to locate existing utility lines) does not identify sprinkler system lines or other underground electrical or plumbing lines which have been installed and may be owned by the Association or by individual property owners.

5.5 Residences. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one new single-family residence for private use, with a private garage and other Structures incidental to residential use, which are approved by the DRC as specified herein. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot without the prior written approval of the DRC.

5.6. No Excavations. No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the DRC.

5.7. No Storage; Trash. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

5.8 Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the DRC/Board. The DRC/Board, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Board, to be compatible with a high-quality, limited access, residential neighborhood.

5.9 Temporary Buildings. Except as authorized by the DRC/Board, no basement of a partially completed residence, tent, shack, garage, barn or outbuilding erected on a Lot covered by this Declaration shall at any time be used for human habitation, temporarily or permanently, nor shall any Structure of a temporary character be used for human habitation.

5.10 Used Houses; Trailers. No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon the Property, nor shall any trailer be moved, placed or permitted to remain upon a Lot subject to this Declaration; provided that Developer may install for construction, administrative and sales purposes a trailer or trailers upon a Lot(s).

5.11 Animals. No animals, including horses or other domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred or maintained on any Lot, except a reasonable number of commonly accepted household pets approved from time to time by the DRC/Board. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs, cats and all other pets or animals shall be confined at all times to the Lot and must be kept on a leash when outside the Lot. No dogs or other animals shall be continually or regularly staked or chained on any Lot. All domestic pets must be properly immunized as required by applicable ordinances, codes and laws.

5.12 Signs. Except as authorized by the DRC/Board, and except for those installed by Developer, its marketing representatives or builders or contractors as authorized by Developer, no signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the Lots. However, that permission is hereby granted for the erection of unlighted, temporary, standard sized signs by real estate firms for the sole and exclusive purpose of advertising for sale or lease the Lot and residence upon which it is erected and improvements thereon, if any.

5.13 Sight Lines. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building setback lines established on the plat of the Property. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any Lot corner. Trees, shrubs and other plants, which die, shall be promptly removed from the Property.

5.14 Antennas. Except as authorized by the DRC/Board, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no Owner shall erect any Structures, either permanently or temporarily, upon the Lots; provided, notwithstanding the foregoing, an Owner may install within his or her Lot a television satellite dish having a diameter of not more than 24 inches, so long as the location of such dish is satisfactory to the DRC/Board. Should any part or all of the restrictions set forth in this Section be unenforceable because the same violate a statute or the First Amendment or any other provision of the United States Constitution, the DRC/Board 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 within the property and any such rules and regulations shall be binding upon all of the Lots and the Owners thereof.

5.15 Vehicles and Trailers. Except as authorized by the DRC/Board, no automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of Shadow Rock Common Area, nor may any boat, commercially equipped vehicle, boat trailer, house trailer, camper, recreational motor vehicle, camper trailer or similar items be stored or permanently, continually or regularly parked on any street, driveway or in the open on any Lot.

5.16. No Joy Riding. Except as otherwise authorized by the DRC/Board, motor scooters, mini bikes or similar vehicles shall be operated for transportation only, and no joyriding on the streets, any Lot, Shadow Rock Common Area shall be allowed except on a designated bike or cycle trail.

5.17. Requirement to Keep Lot in Good Order and Repair. Each Owner (other than Developer; provided it shall cause all Lots owned by it to be mowed periodically) shall keep all Lots owned by it, and all improvements therein or thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the trimming, pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Property. Furthermore, except as may be otherwise approved by the DRC/Board, each Owner of a Lot which is contiguous to either (a) a street or (b) a lake, pond or stream shall install and operate a water sprinkler system, seed, mow and otherwise maintain in good, sightly condition, a lawn area between the boundary of such Lot and the street and/or lake, pond or stream, as applicable. If, in the opinion of the DRC/Board, any Owner fails to perform the duties

imposed by this Section, the DRC/Board, after approval by a two-thirds decision of the DRC/Board, and after fifteen (15) days written notice to Owner to remedy the condition in question, shall have the right, through its contractors and representatives, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements, and such Owner shall pay the Association for the cost thereof, together with an additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand therefore, which payment shall be a binding personal obligation of such Owner, and the Board may establish a special assessment and lien on such Lot for such cost and charge, together with interest thereon at the rate specified in Section 4.12 above, and enforce the same as provided in Article IV hereof. The lien established as a result of this Section shall be superior to all other liens or encumbrances which may thereafter arise, excepting liens for taxes and other public charges as are by applicable law made superior.

5.18 Division of Lots Prohibited. Except as authorized by the DRC, no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

5.19 No Disturbances of Natural Amenities. Including, but not limited to lake, pond, stream or water drainage facilities, tree lines, natural or erected within the Shadow Rock development, or between individual lots, shall not be disturbed other than by Developer or the Board. (See Section 5.35 for further information.) No tree trimming may take place on any trees in the Common Areas, Reserves and Tree Lines abutting to building lots, , without written authorization from the DRC/Board.

5.20 Boating; Lake Use. Except as permitted by the rules adopted by the DRC/Board from time to time, no boat (motorized or not), raft, canoe or surf board shall be operated or stored upon any body of water within Shadow Rock Common Area. Any use of any lake, pond or other body of water shall be strictly in compliance with the rules and regulations adopted from time to time by the DRC/Board.

5.21 Fishing. Fishing in any body of water, if any, within Shadow Rock Common Area will only be permitted at such times and at such places only to the extent, if any, permitted by the rules adopted by the DRC/Board from time to time concerning such use.

5.22 Fences.

A. Developer may, and hereby reserves the right to, in its sole discretion, construct and install a fence, "living fence" (a combination of trees and other fencing or wall materials), wall or entrance treatment of a style and of materials satisfactory to the Developer, in its sole discretion, within any of the fence or wall easement areas, any entry areas shown on the plat of the Property, within other easement areas established by other easement instruments, or within Shadow Rock Common Area. With respect to any Lot on which Developer has constructed an entry monument, fence "living fence" or wall, the Owner(s) may not install or construct any fence or wall which is visible from adjacent streets without the approval of the DRC/Board.

B. Fencing may not be installed in the front of a residence constructed on a Lot. No fences shall be constructed or maintained on Lots except for privacy fences immediately adjacent to patios which are appurtenant to a residence (requiring DRC Approval) and except for black wrought iron or tubular steel fences which equal five feet in height and which are approved by the DRC.

C. All fences shall be approved by the DRC prior to construction or installation on any Lot.

D. All fences installed within drainage ways established by the master drainage and grading plan referenced in Section 5.24 shall have a minimum of four inches (4") clearance above the ground level (other than posts installed in the ground) in order to not divert or disrupt water drainage from the Lot.

E. No fences, walls or trees shall be constructed or installed on any Lot within ten feet (10') of the water's edge of any lake located within Shadow Rock Common Area.

5.23 Model Homes and Real Estate Offices. Notwithstanding anything to the contrary appearing elsewhere in this Declaration, any Lot owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Property (including temporary, mobile, modular, prefabricated or a permanent Structure) until all the Lots have been sold to consumers for construction of residences thereon.

5.24 Drainage. From and after the date of commencement of construction of improvements on a Lot, the Owner of such Lot shall cause such Lot to be graded so as to strictly comply with the master grading and drainage plan relating to the Lot. Developer has established a master grading and drainage plan for the Lots, a copy

of which is recorded in the office of the register of deeds, and each Owner shall strictly comply with the same. No Owner shall place or install any Structures, including, but not limited to, trees, shrubbery, landscaping, sand boxes, gardens, retaining walls, in any drainage easement or channel. The DRC or persons designated by the DRC shall have the right to enter upon any Lot upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans. A determination by the DRC concerning whether or not a Lot is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and; provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the DRC under this Section 5.24 upon the specific request of any Owner and, in the event Developer so overrides a specific decision of the DRC, any subsequent reference in this Section 5.24 to the DRC shall refer to the Developer in lieu of the DRC as to the specific decision in question. In the event at any time the DRC determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the DRC shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If fifteen (15) days after the notice of such violation, or such additional time as may be specified by the DRC, the Owner of such Lot shall have not have taken reasonable steps to correct the same, the DRC shall have the right, through its agents and contractors, to enter the Lot and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such compliance and pay the Association a fee equal to twenty percent (20%) of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Association may thereafter establish a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in Article IV hereof. Developer recommends that any time a Lot is surveyed by an Owner, whether in connection with mortgage financing or otherwise, that the surveyor verify that the grading and drainage pins located in the rear of the Lot are at the elevations required by the master drainage plan referred to above. It shall not be Developer's obligation to enforce compliance with the master grading and drainage plans. The DRC and the Developer 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 drainage and grading plan or any approved lot drainage and grading plan or for the DRC or the Developer not requiring a lot drainage and grading plan or compliance therewith or for the quality or compaction of any soil.

5.25 Water Encroachment; Flood Insurance. Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over-into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yard, trees, vegetation, fences, gazebos, patios, playground equipment or other improvements or installations of structures within the Lot. (Some Lots may have previously been located in a designated flood plain, in which situations the Developer, or another party, has caused the same to be removed from the flood plain by increasing the elevation thereof with fill as required by the City of Andover, Kansas, the Kansas Department of Water Resources, the Federal Emergency Management Agency and any other agency having jurisdiction thereof.) Prior to construction of a residence or other structures on any such Lot, the Owner thereof is encouraged to verify, through its contractor, compliance with the requirements of such City and the other applicable agencies, including FEMA, consider inherent risks and determine whether to obtain and maintain flood insurance. Neither Developer nor the Association shall have any liability or responsibility for any such damage resulting from such water encroachment.

5.26 Boat Docks. No boat docks, piers, moorings, boathouses, slips or similar structures may be constructed within any Shadow Rock Common Area or Lot, except upon the prior written approval of the DRC.

5.27 Artificial Vegetation. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

5.28 View. 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, planting material or other item on any other part of the Property, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from such Owner's Lot.

5.29 Erosion; Water Pollution Control Permit and Related Matters; Compliance With Laws. Each Owner shall comply strictly with any law or ordinance regarding erosion or runoff, including, if applicable, a Stormwater Pollution Prevention Ordinance, the

Kansas Water Pollution Control General Permit And Authorization To Discharge Stormwater Run-Off From Construction Activities Under the National Pollutant Discharge Elimination System or similar ordinance or law adopted by the city or other governing body having jurisdiction over the Property. Such permit, laws, and regulations, together with laws and ordinances of the city and county in which the Property is located, require that erosion and sediment control measures be implemented in connection with construction activities on such Lot, including, but not limited to, site work such as clearing, excavating, and grading the Lot, in order to eliminate or substantially reduce stormwater discharge, the discharge of pollutants and water quality violations. Significant penalties may be imposed in the event activities on any Lot are not conducted in full compliance with the aforementioned permit, laws, regulations and ordinances. Each Owner agrees to conduct activities, including construction activities, on his or her Lot strictly in accordance with this Declaration, all laws, rules, regulations, and ordinances now or hereafter in effect, including, but not limited to those referenced above, and shall indemnify and defend Developer and the Association from any consequences of such Owner's, or his contractors' or subcontractors', failure to so comply, including but not limited to all damages, liabilities, fines, penalties and costs and expenses (including reasonable legal fees and expenses).

5.30 Water Levels in Lakes and Ponds. There is no assurance that lakes, ponds and other bodies of water within the Property, if any, shall continue in the future to contain water levels consistent with the levels existing on the date hereof and, in fact, such lakes, ponds and bodies of water may at some point in the future become dry or substantially empty of any water. **Neither Developer, the Association, the Board nor any officer or employee of Developer or the Association shall have any liability or responsibility to Owners for any change in the water levels in any such lakes, ponds, or bodies of water, including if such bodies of water become dry or substantially empty of water.**

5.31 Mowing Assessment. In addition to the annual general assessment, any Lot on which a residence has not been constructed and completed shall be assessed \$100.00 for each calendar month during the mowing season between the date the same is acquired by an Owner other than the Developer and the completion of a residence thereon, in order to partially reimburse the Developer or the Association for the cost of periodically mowing such Lot so that it remains in a sightly condition; provided, such cost may be increased or decreased from time to time by Developer or the Association based on the actual mowing costs. An easement is hereby established to permit the Developer, the Association and contractors of either to enter upon a Lot for mowing prior to completion of a residence thereon.

5.32 Approved Builder; Marketing Fee. Any Owner desiring to construct the initial residence and related improvements on a Lot must obtain Developer's written approval concerning the building contractor, which approval shall be made in Developer's sole discretion based on the experience and history of the contractor in connection with construction of residences within subdivisions of comparable quality with the Property and such contractor's financial condition. Each approved builder must execute a builder's agreement on terms satisfactory to Developer prior to commencement of construction. Buyer is hereby informed that, among other things, an approved builder is required to contract with Shadow Rock Marketing Representative to pay a fee (the "Fee") based on (a) the original sales price of the Lot in the initial sale by the Developer and (b) the aggregate costs of initially constructing and completing the residence, garage and related improvements on the applicable Lot, which Fee shall be paid at the time of formal closing or at the time of Certificate of Occupancy is issued, but prior to occupancy by homeowner. The specific calculation of the Fee is included as part of the initial sales contract concerning a Lot.

5.33 Off Street Parking. Each of the Lots shall provide four (4) off street parking spaces for residence within the garage and driveway areas.

5.34 Lawns and Trees. No tree having a diameter of one inch (1") or more (measured from a point two feet (2') above ground level) or more than four feet (4') in height, nor any shrub or bush having a total diameter or height more than twenty-four inches (24") shall be removed, or shall be trimmed or pruned in such a way that it is unattractive in the opinion of the DRC, on any Lot without the express written authorization of the DRC, except if such tree or shrub is substantially diseased or damaged or except as may be reasonably required for the installation, maintenance, repair or replacement of underground utility lines. The DRC may designate certain trees, regardless of size, as not removable without written authorization.

5.35 Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition, in accordance with the master drainage plan, all drainage channels and swales located on any Lot owned by such Owner. In the event storm drains are installed within any Lot, the Owner thereof shall maintain the drain inlets in an unobstructed manner. Any drainage channels and swales at the roadside shall be grass, unless other vegetation or material is approved by the DRC.

5.36 Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the DRC/Board. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance, repair, and replacement of a private residence and improvements related thereto.

ARTICLE VI

THE ASSOCIATION

6.1 Powers, Duties and Rights.

A. The Association shall have the rights and powers as set forth in its Articles and Bylaws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

B. The Association shall maintain, water, fertilize, mow and keep clean the portions of Shadow Rock Common Area which are to be maintained by it hereunder and the portions of the arterial public streets adjacent to the perimeter of the Property. It shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer or the Association.

C. The Association shall maintain such insurance on Shadow Rock Common Area, and facilities thereon, and liability and other types of insurance as the Board deems necessary and advisable.

D. The Association may improve Shadow Rock Common Area in any manner that it shall find to be necessary, desirable or beneficial to the interest of Shadow Rock Common Area and the Members.

E. The Association shall have the right to create and establish reserves for the repair, restoration or replacement of the portion of Shadow Rock Common Area to be maintained by it hereunder and any improvements therein.

F. The Association, through the Board, shall have the right to adopt, and modify from time to time, such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Property and for the

health, comfort, safety, enjoyment and general welfare of the Owners and occupants of Lots and those using Shadow Rock Common Area.

G. The Developer/Board, shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming and keeping clean the portion of Shadow Rock Common Area to be maintained by it hereunder.

H. The Developer/Board may select from time to time a single company to provide trash removal service for all residences on the Lots and shall post conspicuous notice of such decision within the Property. Within ninety (90) days after such company is selected, each Owner shall begin to utilize the company identified by the Board to provide trash removal service at such Owner's Lot and continue to use such company exclusively until such time as the Board designates a different trash service company or notifies the Owners that it is no longer necessary for all Owners to utilize the same trash removal service company. Each Owner shall be responsible for paying all costs and fees associated with trash removal services related to such Owner's Lot. In the event at any time and from time to time the Developer/Board determines to change the company providing such trash removal service for the Lots, the Developer/Board shall post conspicuous notice of such change at least ninety (90) days in advance of such change and on or before the expiration of such ninety (90) day period, each Owner shall switch its service exclusively to the other company specified by the Developer/Board.

I. The Developer/Board shall have the authority to assess fines for any violation of the provisions contained in this Declaration. Prior to assessing any fine, the Developer/Board shall mail written notice to the last address known to the Developer/Board concerning the noncompliant Owner. If the noncompliant Owner fails to cure the violation within fifteen (15) days following the mailing of such notice by the Board or if there is a recurrence of the violation during that fifteen (15) day period, then in addition to any other liability or obligation arising under the Declaration, the Developer/Board may assess a fine against the noncompliant Owner and his or her Lot in an amount determined by the Developer/Board to be appropriate in its discretion and until paid in full, the fine shall accrue interest at the rate of fifteen percent (15%) per annum, shall constitute a lien on the noncompliant Owner's Lot, and shall be subject to enforcement and foreclosure in the same manner as a special assessment as referenced in Article IV of this Declaration.

J. The Developer/Board shall have the right to employ on behalf of the Association third parties as security and/or enforcement personnel (which personnel shall have the right to determine whether violations of rules or regulations have occurred).

6.2 Operations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and the Board may engage accountants, legal counsel and other consultants as may be reasonably necessary for the discharge of its duties hereunder.

6.3 Taxes and Assessments. Each Owner shall pay the taxes or assessments assessed against such Owner's Lot and personal property located thereon prior to delinquency.

6.4 Repair and Restoration of Improvements on Shadow Rock Common Area. Should any improvements on any portion of Shadow Rock Common Area, or any part or portion thereof which is to be maintained by the Association, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and, so long as there are sufficient insurance proceeds collected as a result of such damage or destruction, the same shall be done substantially in accordance with the original plans and specifications for the improvement of same. The repair and restoration work referred to in this Section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced, the same shall be pursued diligently to completion. Notwithstanding the foregoing, in the event that any such wall, lake, fence, security gate/guardhouse and equipment, fence, hedge or landscaping within the Shadow Rock Common Area shall be damaged or destroyed through the intentional misconduct or negligence of an Owner, or such Owner's family members or invitees, including, but not limited to, failing to correct faulty drainage or improper use of weed killer, such Owner shall be responsible for the cost of replacement or repair thereof.

6.5 Providing Grading Information to Owners; Enforcement. The Association shall designate a committee of Members to meet with new Lot Owners for the purpose of informing them regarding grading and drainage matters concerning the Lots. Such educational process is vital in order to avoid water drainage problems within the Property. Either before or promptly following the purchase of a Lot, each person must contact a representative of the DRC and ask to be informed concerning grading and drainage matters relating to the Property.

ARTICLE VII
EASEMENTS AND ACCESS CONTROL

7.1 Public Utility, Floodway and Drainage Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway and drainage on Lots and in Shadow Rock Common Area are dedicated as shown on the recorded plat of the Property.

7.2 Some Easements Not Shown on Plat. Owners should not rely on the plat of the Property to determine the location of utility or other easements or rights-of-way. Such easements or rights-of-ways are often created by separate instruments not shown on the plat and are disclosed on each Owner's title insurance policy.

7.3 Easements in Favor of Developer and Association. Developer specifically reserves unto itself, its successors and assigns, and for the Association, in connection with the use, operation, construction of improvements and amenities, and maintenance of Shadow Rock Common Area, together with street rights-of-way, as provided herein and improvements thereon or therein, a perpetual, nonexclusive easement and right-of-way over the Lots, Shadow Rock Common Area, and such street rights-of-way, including, but not limited to, constructing, maintaining, moving, repairing, replacing and rebuilding water sprinkler systems, including water lines, water wells, sprinkler controls, and electric meters and lines, underground pipelines, drains and/or mains for the purpose of transporting gas, water, sewerage and electricity over, across and through such Lots and Shadow Rock Common Area, together with the right to excavate and level ditches and/or trenches for the location of said wells, lines, pipes, drains and/or mains. Additionally, Developer specifically reserves unto itself, its successors and assigns, and for the Association, a perpetual, non-exclusive easement and right-of-way to enter upon any Lot as reasonably necessary in order to construct, install, erect, maintain, improve, repair and/or replace any entrance treatment, fence, wall, walkway, water sprinkler system (including water wells, sprinkler controls, and electric meters and lines associated therewith), or any signage pertaining to or serving the Shadow Rock Common Area, or the residential development within any wall, utility and/or drainage easement shown on the current or any future plat of the Property, or located on a Lot but, due to oversight, not actually located in the appropriate easement area. Developer may have installed a sign advertising the residential development on a Lot or within Shadow Rock Common Area prior to the sale of such Lot or transfer of Shadow Rock Common Area to the Association. Developer, its successors and assigns, hereby retain an easement for the placement, and replacement, of any such advertising sign until all Lots have been sold by Developer or its successors and assigns.

ARTICLE VIII

DESIGN REVIEW COMMITTEE; ARCHITECTURAL CONTROL

8.1 Committee. A Design Review Committee (DRC) shall have responsibility for review, approval or disapproval of plans relating to the construction of structures on each Lot. The DRC shall establish minimum above-ground living area and basement square footage requirements for residences to be constructed on a Lot which requirements may be revised from time to time by the DRC. The DRC shall review, approval or disapprove all matters pertaining to square footage, the construction and completion of the initial residence and related structures on each Lot and approve or disapprove all specifications, plans and other matters pertaining to fencing; drainage matters as referenced in Section 5.24 above and elsewhere; and following completion of the initial residence and related structures on a lot, all specifications, plans and other matters for remodeling the initial residence and related structures, including landscaping, and any additional new structures to be constructed on such Lot.

8.2 Membership. The members of the DRC shall be up to three (3) persons, to be appointed by Developer until Developer relinquishes such right as referenced in Section 2-4 above. Upon the death or resignation of any member of the DRC, or in the event Developer desires to remove any member, Developer shall appoint a successor. The decision of a majority of the DRC shall be binding; provided, the DRC may delegate its rights and responsibilities hereunder to one or more of its members from time to time.

8.3 Approval Required of Plans and Specifications. Except as otherwise specifically provided in this Declaration, prior to construction of the initial residence and related Structures on a Lot, no structure shall be commenced, erected, placed, moved on or permitted to remain on such Lot, unless plans and specifications, grading elevations, square footage, exterior materials, exterior lighting, location, general landscaping plans, and exterior color scheme, therefore shall have been submitted to and approved in writing by the DRC. Subsequent to construction and completion of the initial residence and related structures on a Lot, no existing structure upon any Lot may be remodeled or altered in any manner as materially changes the exterior appearance thereof (including exterior color scheme) or Lot grading plan, nor shall any new structure be placed on such Lot, unless plans therefore shall have been submitted and approved in writing by the DRC. The plans and specifications shall be in such form and shall contain such information as may be required by the DRC, including, as requested by

such committee, (i) a site plan of the Lot or Lots, showing the nature, exterior color scheme, kind, shape, size, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots as prepared in accordance with the master grading and drainage plan. Plans and specifications shall be deemed to be submitted to the DRC at such time as the Owner requesting such approval shall deliver the same to a member of such committee and shall have obtained a written receipt from such member acknowledging receipt of the same.

8.4 Decision Final. Whatever shall be the decision of the DRC, it shall be final and conclusive.

8.5 Drainage Matters. In connection with the installation of structures on a Lot, including landscaping, the Owner thereof at the time of construction agrees, at such Owner's expense, to comply with the grading and drainage matters referred to in Section 5.24 above. Additionally, in conjunction and with the completion of construction of the initial residential improvements and landscaping on a Lot, the Owner thereof shall cause a licensed surveyor or engineering firm designated by Developer or the Association:

A. If the Developer has previously installed grading or drainage plans at the rear boundary of the Lot, to certify to the Developer and the Association and the pins continue to be the elevations required by the grading and drainage plans referred to in Section 5.24 above; or

B. If Developer has not previously installed such grading or drainage pins, to install such pins and certify to Developer and the Association that such pins have been installed at the elevations required by such master grading and drainage plan.

8.6 Rules and Statements of Policy. The DRC may promulgate rules from time to time governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, minimum above-ground living area and basement square footage requirements or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the DRC at any time, and no inclusion in, omission from, or amendment of any such rules or statements shall be deemed to bind the DRC to approve or disapprove any feature or matter subject to

approval or to waive the exercise DRC's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the DRC's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter; provided that (i) the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the Lot in question.

8.7 Right of Inspection. Representatives of the DRC/Board or any of its agents thereof may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof, and neither the DRC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

8.8 Violation. If any structure shall be constructed, remodeled, altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the DRC pursuant to the provisions of this Article VIII, such construction, remodeling, alteration, erection, maintenance, placement or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Association, any such Structure so constructed, remodeled, altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If, fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the violation, the DRC/Board, after approval by a two-thirds decision of the Board (if applicable), shall have the right through its contractors and representatives, to enter upon the Lot in question and to take such steps as may be necessary to remove and correct the violation and such Owner shall pay the Association for the cost thereof, together with an additional amount equal to twenty percent (20%) of such cost, within ten (10)

days following demand therefore, which payment shall be a binding personal obligation on such Owner, and the Board may establish a special assessment and lien on such Lot for such cost and charge, together with interest thereon at the rate specified in Section 4.12 above, and enforce the same as provided in Article IV hereof. The lien established as a result of this Section shall be superior to all liens and encumbrances which may thereafter arise, excepting liens for taxes and other public charges which are by applicable law made superior.

8.9 No Liability. Neither the DRC, the Developer, the Association, the Board, nor any officer, director, member, representative, designee, agent or employee thereof, shall be personally liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or nonperformance of any duties, the approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions pursuant to this Declaration or the Associations' Articles or Bylaws, responsibilities or functions under this Declaration, including, but not limited to, this Article and Section 5.24 hereof.

ARTICLE IX

NOTICE OF POSSIBLE SPECIAL ASSESSMENTS; RIGHT OF GOVERNMENTAL AUTHORITIES

9.1 Assessments. Notice is hereby given to each purchaser of a Lot that special assessments will be spread by the City of Andover, Kansas, to Lots in the future, due to the installation of arterial streets, residential streets, lakes, ponds, sanitary and storm sewers, sidewalks, etc. Additionally, from time to time, the Lots may become subject to special assessments by reason of work performed by the City of Andover, Kansas, or other governmental authority, to major arterial streets in the vicinity of the Property.

9.2 Right of Governmental Authorities. The Shadow Rock Common Areas are to be conveyed to the Association, which shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Developer, shall be responsible for such maintenance and upkeep thereof on behalf of the Association. In the event the Developer or the Association, their respective successors or assigns, shall fail at any time to maintain Shadow Rock Common Area or fail in any manner to fulfill its obligations relating to

Shadow Rock Common Area, the appropriate governmental authority may serve a written Notice of Delinquency upon the Developer or the Association setting forth the manner in which it has failed to fulfill the obligation. If said obligation is not fulfilled within the time specified, the appropriate governmental authority, in order to preserve the taxable value of the properties within the Property and to prevent the Shadow Rock Common Area from becoming a nuisance, may enter upon said Shadow Rock Common Area and perform the obligations listed in the Notice of Delinquency. All costs so incurred in carrying out the obligations of the Developer or the Association, may be assessed equally against all the Lots within the Property in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should either the Developer or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said notice, apply for a hearing before the appropriate governmental authority to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

ARTICLE X

ADDITIONAL LAND

10.1 Annexation of Additional Land. Developer may in its discretion, from time to time, during the twenty (20) year period following the date hereof, annex additional real property, including additional Shadow Rock Common Area, into the Property, and thereby subject the same to the terms, provisions and conditions of this Declaration (as provisions hereof may be supplemented, deleted or modified solely as to the annexed land specifically by the document annexing such additional real property), by the execution and filing for recordation with the Register of Deeds of the county in which the Property is located, of an instrument expressly stating an intention to so annex and describing such additional property to be so annexed. During the twenty (20) year period commencing with the date of the recordation of this Declaration, Developer, its successors and assigns, may annex such additional real property in its absolute discretion. From and after the expiration of such twenty year period, such additional land may be annexed; provided that such annexation is approved by a majority of the Owners of a majority of the Lots in attendance at a special or annual meeting of the Members.

ARTICLE XI

MISCELLANEOUS

11.1 Provisions Binding on Grantees. The Association and each grantee hereafter of any part or portion of the Property covered by this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction rights and powers of the Association and Developer provided for in this Declaration.

11.2 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the construction, use or occupancy of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the construction, use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

11.3 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

11.4 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification or amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to any third party and/or to the Association. The Developer's assignee shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. Upon the effective date of such assignment, the assigning party shall be

released of any and all liabilities of whatever nature arising out of acts or omissions subsequent to the effective date of the assignment.

11.5 Waiver and Exceptions. The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

11.6 Title. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

11.7 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

11.8 Successors-in-Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

11.9 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, Association, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by Owners of not less than seventy-five percent (75%) of the Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

11.10 Amendments. Amendments (including waivers, modifications, alterations, removals, changes, and additions hereto) to this Declaration may be made by Developer, or its successors and assigns, in its sole discretion, from time to time so long as Developer (or its successors and assigns) retains ownership of a minimum of ten percent (10%) of the Lots within the Property.

(Based on the release of the letters of credit.) Following the date Developer, its successors and assigns, no longer owns a minimum of ten percent (10%) of the Lots (based on the release of the letters of credit), any provision contained in this Declaration may be amended, repealed, or additional provisions added to this Declaration, as follows:

A. Notice. Notice of the subject matter of the proposed amendment shall be included in a notice to the Owners of a meeting of the Association, at which the proposed amendment shall be considered.

B. Resolution. A resolution adopting a proposed amendment may be proposed by the Developer or Board. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Owners casting not less than two-thirds (2/3) of the aggregate number of votes represented at such meeting, whether in person or by proxy.

A copy of each amendment provided for in this Section shall be filed of record in the register of deeds for the county in which the Property is located. With respect to amendments, following the date the Developer no longer owns a minimum of thirty percent (30%) of the Lots, the Secretary of the Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment.

Notwithstanding the foregoing (i) so long as Developer, or any assignee thereof, owns one (1) Lot, any such amendment (including, but not limited to, those modifying and "Construction Requirements" contained in Section 5.3 above) shall require the written consent of Developer; (ii) no amendment by Owners materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee.

11.11 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

11.12 Exclusion of Applicability. The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Property, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily convenient for the business of Developer.

11.13 Commercial and/Or Office Development. Each Owner is hereby advised that real property in the vicinity of the Property may be developed and operated for commercial and/or office purposes or purposes other than for single family residences. Each Owner is responsible to inform himself or herself concerning the possibility of such developments and no Owner shall rely on any statements made by sales persons concerning future development or uses of any such real property. Developer does not have any responsibility to advise the Owners or the Association concerning any actual or proposed zoning or other land use proceedings relating to any real property located within or outside of the Property.

11.14 Information Concerning Zoning and Land Use. Information concerning the zoning status and land use alternatives applicable to the Property and any other real estate in the vicinity of the Property may be obtained from the Andover Planning and Zoning Department, 1609 E. Central Avenue, Andover, Kansas, (316) 733-1303. Each Owner must independently obtain any and all information such Owner desires regarding such zoning and potential land use alternatives, including development of commercial, office, apartment or other multifamily uses within the Property or the vicinity thereof.

11.15 Limitation on Liability. Notwithstanding anything to the contrary contained herein, it is expressly agreed that neither the Developer (including without limitation any assignee of the interest of Developer hereunder) nor any member in Developer (or any assignee) or any officer, employee, or consultant of Developer shall have any personal liability to the Association or any Owner or other person or entity, arising under, in connection with, or resulting from (including, without limitation) action or failure to act with respect to this Declaration, the Articles or Bylaws, the rules of the Association, the design guidelines of the DRC, or for any action taken, or not taken, pursuant to authority granted Developer, thereunder or with respect thereto. To the fullest extent permitted by law, neither the Developer, its members, the Association, the officers, employees, consultants or

directors thereof or any DRC member, nor any other members of committees of the Association, shall be liable to the Association or any Owner or other person or entity for damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval or plans and specifications (whether or not defective), course of action, inaction, omission, negligence or the like made in good faith and which the Developer or the Association, any member, director, officer, consultant or employee thereof, or member of any such committee is reasonably believed within the scope of his duties.

11.16 Perpetuities, Alienation. It is expressly provided that the rule of property known as the rule against perpetuities and the rule of property restricting unreasonable restraints against alienation shall not be applied to defeat any provisions of this Declaration.

IN WITNESS WHEREOF, Developer has executed this Declaration the day and year first above written:

DEVELOPER:

Shadow Rock, LLC

By: David L. Neal

Name: David L. Neal

Title: Managing Partner

STATE OF KANSAS }
) ss:
COUNTY OF BUTLER }

BE IT REMEMBERED, that on this 14 day of May, 2014,
before me, a Notary Public in and for the County and State
aforesaid, personally appeared David L. Neal, Managing Partner
of Shadow Rock, LLC, a Kansas limited liability company, personally
known to me to be the same person who executed as such the above and
foregoing instrument in writing on behalf of said limited liability
company and such person duly acknowledged the execution of the same
to be the act and deed of said limited liability company.

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

My appointment expires:

8-1-15

Susan E. Tamplin
SUSAN E. TAMPLIN
NOTARY PUBLIC, STATE OF KANSAS



EXHIBIT A

AMENITIES TO SHADOW ROCK COMMON AREA

The following is provided to minimize misunderstandings concerning what amenities shall be installed within the Shadow Rock Common Areas by the Developer. This listing is simply a broad description of the minimum amenities to be installed.

- Reserves B and C are used for entry monuments only. Rock, stone or other like landscaping materials will be used at these locations.
- Entry signage, water sprinkler systems, lawn and landscaping materials may be installed in Reserves D, E, and F.
- Retention ponds improvements primarily maintained in a natural condition exists in Reserve G.
- Lake improvements, walkway and swimming pool and associated improvements may be installed or constructed in Reserve(s) F and G; other than in the vicinity of the swimming pool, the Reserves will be maintained in a natural condition.
- Portions of Reserves D, E and F may be improved with water sprinkler systems, lawn and landscaping and other portions will be maintained in a natural condition.
- Lakes and associated improvements exist in Reserve G; some portions of Reserve D, E and F will be improved with water sprinkler systems, lawn and landscaping, but most of Reserve G will be maintained in a natural condition.
- Lake located adjacent/to the east of Lots 1-5, Block D, is not owned by Developer. It is part of the Cedar Park Home Owner's Association. Developer has no control over ownership issues including, maintenance, liability and water levels or any other usage.

RTN-Security 1st Title

2

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2018 Page: 5072

Receipt #: 128059
Pages Recorded: 3

Total Fees: \$55.00

Date Recorded: 7/2/2018 3:33:19 PM



Grantor	<u>Shadow Rock</u>
Grantee	<u>Public</u>
Type of Document:	<u>2nd Amendment to Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easement and Disclosures</u>
Recording Fees	<u>\$55.00</u>
Total Amount	<u>\$55.00</u>

REC
COMP W
NUM h

Security 1st

RTN-Security 1st Title
12

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy
Book: 2014 Page: 6964
Receipt #: 97249 Total Fees: \$12.00
Pages Recorded: 2
Date Recorded: 8/29/2014 2:03:19 PM
Teresa Dawson-Deputy

SR Shadow Rock



FIRST AMENDMENT TO SHADOW ROCK MASTER DELCLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES

This First Amendment to Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures (the "Amendment") is made August 28, 2014.

The Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easements, and Disclosures was recorded on May 16, 2014 with the Butler County, Kansas Register of Deeds. Record Book 2014 Page 3783

The following items are amended as follows:

Article V - Use Occupancy and Conduct Restrictions:

Item 5.2 - Construction Requirements.

A. Materials; Size; Basement and Room.

All roofs shall be Minimum 30-year Heritage Architectural Style Shingle, Weatherwood Color.

A new paragraph has been added:

All front porch steps shall include a brick or stone reveal to match the house brick.

B. Roofs, Pitch and Windows.

Minimum 8/12 Roof Pitch on Body of Roof with Minimum 9/12 Pitch on Front Gables.

REC ✓
COMP ✓
NUM ✓
~

Sec 18
C



**SECOND AMENDMENT TO SHADOW ROCK MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND DISCLOSURES**

This Second Amendment to Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures (the "Amendment") is Made July 1, 2018.

The Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easements, and Disclosures was recorded on May 16, 2014 with the Butler County, Kansas Register of Deeds. Book 2014, Page 3783 and Plat recorded on January 16, 2014, Book Q, Page 93A.

The following items are amended as follows:

Article V – Use Occupancy and Conduct Restrictions

Item 5.2 Construction Requirements:

A. Materials; Size; Basement and Roof.

Amended as follows:

Shingles to be amended to include the following:

Roof shingles can be a variety of colors, as approved.
Roof pitches may vary as approved.

Article V – Use Occupancy and Conduct Restrictions

Item 5.2 Construction Requirements:

A. Materials; Size; Basement and Roof.

Amended as follows:

Front brick and stone may have less brick and/or stone as approved by DRC.

Article V – Use Occupancy and Conduct Restrictions:

Item 5.22 Fences:

Amended as follows to include:

"Good Neighbor" cedar privacy fences shall be allowed on side yards between two homes, with wrought iron fence on street fronts with the exception to the following:

- o when on a lot with a lake or privacy view
- o when on a corner lot
- o or otherwise approved

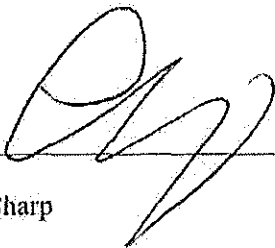
Plans must be approved with the DRC prior to commencement.

IN WITNESS WHEREOF, Developer has executed this Second Amendment the day and year first above written:

DEVELOPER:

Shadow Rock, LLC

By:



Name: Craig Sharp

Title: Developer/Managing Partner

State of Kansas }
}

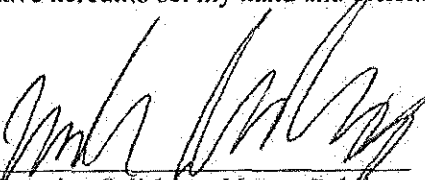
County of Butler }
}

BE IT REMEMBERED, that on this 1st Day of July, 2018, before me, A Notary Public in and for the County and State aforesaid, personally appeared Craig Sharp, Managing Partner of Shadow Rock, LLC, a Kansas limited liability company, personally known to me to be the same person who executed as such the above and foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

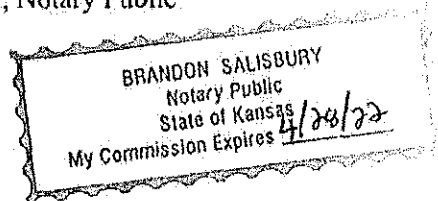
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My appointment expires:

4/28/22



Brandon Salisbury, Notary Public
State of Kansas





THIRD AMENDMENT TO SHADOW ROCK MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES

This Third Amendment to the Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures (the "Amendment") is made April 22, 2025.

The Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures was originally recorded on May 16, 2014 with the Butler County, Kansas Register of Deeds. Record Book 2014 Page 3783

This Amendment to the Shadow Rock Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures (Declaration), that established the planned residential community known as Shadow Rock Addition, is executed on the date set forth above by the Shadow Rock Homeowners Association ("Association") having received the necessary approvals of the homeowners, hereby amends to the Declaration the following:

ARTICLE I – DEFINITIONS

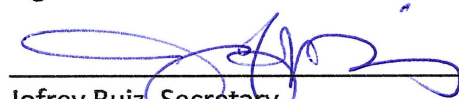
- 1.15 "Landlord" is defined as the Member who is an Owner and lessor of a property who has a fee or undivided fee interest in any lot of the Association, whether a private individual, group or a corporation.
- 1.16 "Rental" shall mean the letting or leasing by a Member to any party, a property within Shadow Rock Addition whereby creating a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

ARTICLE V – USE OCCUPANCY AND CONDUCT RESTRICTIONS

- 5.37 No Rental Property. The Board of Directors of the Shadow Rock Homeowners Association in its desire to maintain upscale community living for all members, serves to protect, preserve and maintain property values by prohibiting rental properties within the community.

1. No property within the Shadow Rock Addition shall be used for rental purposes, whether short-term, as an option to a hotel stay, Bed & Breakfast or vacation, or whether long-term as a lessee's main or secondary stay of residence. This includes, but not limited to, leasing, subletting or renting any portion of a property, either to an individual or a group.
2. Current rental properties in Shadow Rock Addition will be grandfathered in until the lessee's current lease has expired, been cancelled or not renewed, and any other lease agreement by the owner cannot be transferable or conveyed to another party and current lessee shall vacate the property, in which the property is prohibited to be rented again.
3. Current lease agreements shall be provided to Shadow Rock Homeowners Association for review and to have on file for the purpose of enforcement. Owners must confirm in writing to the Home Owners Association that current lessees have received a copy of the Shadow Rock Declaration of Covenants, Conditions, Restrictions Easements and Disclosures and Community Bylaws within thirty (30) days after the recording of this Amendment or within thirty (30) days of lessee's move-in.
4. Owner is responsible for compliance with the Declaration and Shadow Rock Bylaws for all its rented or leased property. It is the Owner's responsibility to make sure that the renters or lessors follow the Declaration and its Community Bylaws. The Homeowners Association shall address violations of the Declaration of Covenants, Conditions and Restrictions and Community Bylaws to both the renter/lessor and the Owner. It is the Owner's responsibility to bring their property into compliance of the Declaration and Community Bylaws.
5. This amendment is intended to prevent higher insurance rates, higher mortgage rates or the inability to obtain a mortgage, lower property values, higher crime rates and a higher rate of rules and covenants violations, which are associated with communities that contain rental properties.
6. The Association deems a non-rental notification to be in the best interest of the Owners, their health, safety and welfare and necessary to preserve the pool of prospective buyers by-preserving the aesthetic appeal of the community and ensuring competitive appreciation of the Lots.

Signed:



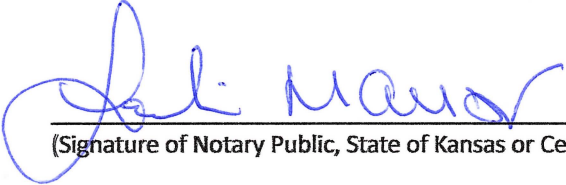
Jofrey Ruiz, Secretary
Shadow Rock HOA Board

Date: 5/16/2025

IN WITNESS WHEREOF, the Shadow Rock Homeowners Association, by and through its Board, has executed this Third Amendment to the Declaration as of the 16th day of May, 2025, in accordance with Article V of the Declaration.

My appointment expires:

02-06-28


(Signature of Notary Public, State of Kansas or Certifying Officer)

