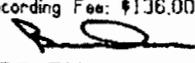




Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28883670

Receipt #: 1656284
Pages Recorded: 33
Casher Initials: MLB

Recording Fee: \$136.00
Authorized By: 

Date Recorded: 5/18/2007 4:03:36 PM



Grantor	<u>RRT LLC</u>
Grantee	<u>CRESTLAKE ADDITION</u>
Type of Document	<u>RESTRICTIVE COVENANTS</u>
Recording Fees	<u>\$136.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$136.00</u>
Return Address	<u>FIRST AMERICAN TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA , KS 67202</u>
	<u> </u>

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CRESTLAKE DEVELOPMENT

CRESTLAKE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES

THIS CRESTLAKE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES ("Declaration") is made effective the 17th day of May, 2007, by RRT, 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 Crestlake 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 Crestlake 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 the Association.

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 the Crestlake Addition, an addition to Wichita, Sedgwick County, Kansas, Crestlake Lots 1-36 inclusive, Block 1, Crestlake Lots 1-29 inclusive, Block 2, Crestlake Common Area Reserves A, B, C, and D or as amended from time to time. As additional Property is annexed from time to time the Developer may designate portions thereof as a part of an existing Community Area or an additional Community Area and Developer may redesignate or modify existing Community Areas by removing or adding Lots from time to time.

1.6 “DRC” shall mean the Design Review Committee established pursuant to Article VIII hereof.

1.7 “Developer” shall mean RRT, 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.

1.8 “C.C.A. Costs” shall mean the actual costs of owning, operating, maintaining, repairing and replacing the Crestlake Common Area and improvements thereon.

1.9 “Crestlake 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 A, B, C, and D as amended from time to time, Crestlake Addition

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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 Crestlake Common Area and the following Lots, together, or excluding such other land added or removed by the terms of this Declaration:

- Lots 1 - 36, Block 1, Crestlake Addition
- Lots 1 - 29, Block 2, Crestlake 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.

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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 the Crestlake 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,

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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 THE CRESTLAKE COMMON AREA; MAINTENANCE

3.1 Members' Easements of Enjoyment. Every Member shall have a right and nonexclusive easement in and to the Crestlake 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 the Crestlake 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 the Crestlake Common Area and facilities and to mortgage the Crestlake 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 the Crestlake 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 the Crestlake Common Area;
- E. The right of the Board to charge reasonable admission and other fees for the use of any recreational facilities situated on the Crestlake Common Area;
- F. The right of the Board, on behalf of the Association, to dedicate or transfer all or any part of the Crestlake 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 the Crestlake Common Area, including, but not limited to, the recreational facilities thereon.

3.2 Delegation of Use. A Member's right of enjoyment in the Crestlake 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

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of the Crestlake 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 Crestlake Common Area and the facilities thereon or by abandonment of his or her Lot.

3.4 Reconfiguration and Conveyance of Portions of the Crestlake Common Area. Notwithstanding anything to the contrary provided herein, the Developer or the Association may alter or reconfigure the Crestlake 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, the Crestlake 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 Crestlake Common Area, and, upon such removal, no Member shall have any easement or right of use or access thereto and (b) added to the Crestlake 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 Crestlake Common Area; Amenities, Improvements and Maintenance. Developer shall pay the initial cost of constructing or installing the original improvements and amenities to the Crestlake 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 the Crestlake Common Area for the construction and installation of Crestlake Common Area improvements and amenities.

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

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ARTICLE IV

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 the Crestlake 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, in no event shall the Owners of the Lots therein, be assessed more than their proportionate share of the C.C.A. Costs for any assessment period.* No portion of any obligations, liabilities, costs or expenses of the Association which are not C.C.A. Costs shall be assessed to the Lots. As used herein the "proportionate share" shall mean that each Lot within the Crestlake Addition shall be equally assessed. The general assessment may be paid annually, monthly or quarterly, as specified by the Board from time to time. The amount of the initial general assessments 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 known to Developer. The assessments 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 Crestlake 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 Dollars (\$400.00); provided the requirement to pay such a fee shall not apply to either:

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

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ii. 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; or

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

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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, Sedgwick 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

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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 therefor, 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 five percent (5%) of the unpaid amount and the unpaid amount shall bear interest at the rate of fifteen percent (15%) 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 the Crestlake 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 the Crestlake 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.

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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 Crestlake 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, and paneling approved by the DRC, glass, glass blocks, vinyl or steel siding, 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, stone or stucco materials. Each residence shall, unless otherwise approved by the DRC, include a poured concrete basement which shall

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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.

All roofs on all building improvements on any Lot shall be Heritage II Weatherwood color or other material approved by the DRC from time to time in it's sole discretion..

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.

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.

i. There shall be no rock or gravel yards and all front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.

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

iii. All basketball backboards shall be either white or glass, in-ground concrete anchored post, and shall be installed at the edge of driveway concrete 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.

iv. All vegetable gardens shall be in the back yards only.

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

vi. All exterior wood surfaces on homes (excluding decking) must be painted, or stained and sealed.

vii. Any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type shall be deemed a Structure that is subject hereto.

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

ix. 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.

x. 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.

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

xii. 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 fifteen (15) 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.

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

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

xv. No Christmas lights shall be lighted before Thanksgiving and shall be taken down no later than March 15 of the following year.

xvi. 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.

xvii. 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.

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xviii. Any permanent or temporary covering of a swimming pool, tennis court, patio, or otherwise (including a rigid or "bubble" type covering), shall be deemed a Structure that is subject to review, approval or disapproval by the DRC hereunder.

xix. 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.

xx. Individual mail box Structures, if permitted by the postal authority, shall be approved by the DRC prior to construction.

xxi. 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 the Crestlake 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, Crestlake 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

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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 Board. The 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 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. 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 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; provided, 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

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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, 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. 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 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 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 the Crestlake 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 Joyriding. Except as otherwise authorized by the Board, motor scooters, minibikes or similar vehicles shall be operated for transportation only, and no joyriding on the streets, any Lot, Crestlake 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, 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, slightly 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 Board, any Owner fails to perform the duties imposed by this Section, the Association, after approval by a two-thirds decision of the 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 therefor, 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

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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 Streams. No lake, pond, stream or water drainage facilities, natural or erected within the Crestlake Common Area shall be disturbed other than by Developer or the Board.

5.20 Boating; Lake Use. Except as permitted by the rules adopted by the Board from time to time, no boat (motorized or not), raft, canoe or surfboard shall be operated or stored upon any body of water within the Crestlake 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 Board.

5.21 Fishing. Fishing in any body of water, if any, within the Crestlake 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 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 the Crestlake 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 Developer or the DRC.

B. Fencing may not be installed to 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 and except for black wrought iron or tubular steel fences which do not exceed six 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 drainageways established by the master drainage and grading plan referenced in Section 5.25 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.

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E. No fences, walls or trees shall be constructed or installed on any Lot within fifteen feet (15') of the water's edge of any lake located within the Crestlake 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 5.25 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 5.25 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

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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. 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, 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 Crestlake 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

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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 slightly 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 Developer 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 substantial completion of such initial residence, and related improvements or no later than five (5) days prior to the occupancy thereof, whichever occurs first. 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 each residence within the garage and driveway areas.

5.34 Lawns and Trees. No tree having a diameter of two inches (2") 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

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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 Association. 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 the Crestlake 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 further 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 the Crestlake Common Area, and facilities thereon, and liability and other types of insurance as the Board deems necessary and advisable.

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

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

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

H. The 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 Board determines to change the company providing such trash removal service for the Lots, the 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 Board.

I. The Board shall have the authority to assess fines for any violation of the provisions contained in this Declaration. Prior to assessing any fine, the Board shall mail written notice to the last address known to the 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 Board may assess a fine against the noncompliant Owner and his or her Lot in an amount determined by the 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 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.

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6.4 Repair and Restoration of Improvements on Crestlake Common Area. Should any improvements on any portion of the Crestlake 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 Crestlake 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 Association 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 the Crestlake 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 the Crestlake 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, Crestlake 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 Crestlake 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.

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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 Crestlake 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 the Crestlake Common Area prior to the sale of such Lot or transfer of the Crestlake 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 the 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, approve or disapprove all matters pertaining to 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 5.25 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, therefor 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 therefor shall have been submitted and approved in writing by

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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. The DRC shall be deemed to have approved plans and specifications for which an Owner shall have requested approval if it has not notified such Owners of disapproval or the need for additional time for consideration within thirty (30) days following Owner's submittal to such committee.

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 5.25 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 5.25 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

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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 Board or DRC 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 Association, after approval by a two-thirds decision of the Board, 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 therefor, 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 5.25 hereof.

ARTICLE IX

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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 Wichita, 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 Wichita, Kansas to major arterial streets in the vicinity of the Property.

9.2. Right of Governmental Authorities. The Crestlake 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 the Crestlake Common Areas or fail in any manner to fulfill its obligations relating to the Crestlake Common Areas, 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 Crestlake Common Area from becoming a nuisance, may enter upon said Crestlake 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

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 Crestlake 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

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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.

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11.6 Titles. 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 Association, Developer, 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 thirty percent (30%) of the Lots within the Property. Following the date Developer, its successors and assigns, no longer owns a minimum of thirty percent (30%) of the Lots, 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 Board or Developer. 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

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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; or (iii) and no amendment by Owners materially adversely changing or modifying the application of the terms of this Declaration concerning the Lots within the Rosemont and Patio Home Area, or the Owners of such Lots, without the written consent of sixty percent (60%) of the Owners of such Lots.

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 Metropolitan Area Planning Department in Wichita, Kansas, at (316) 268-4421. 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)

2/26/99

EXHIBIT A

Amenities to Crestlake Common Areas

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

- Existing trees, native grasses and vegetation are to remain undisturbed in Reserve A.
- Lake improvements, irrigation and seeding around the perimeter of the lake, and irrigation well will be installed in Reserve B. Many of the existing trees, native grasses and vegetation in this Reserve will remain undisturbed.
- Tree planting, irrigation and grass seeding will be installed in Reserve C. An emergency entry / exit gate will be installed across White Tail Street.
- Tree planting, irrigation and grass seeding will be installed at the south end of Reserve D.
- Common areas located at the Central Street entrances will include monument construction, tree installations, irrigation and grass seeding or sod.



Sedgwick County
Register of Deeds - Bill Mack
DOC. #/FLM-PG: 28964351

Receipt #: 1683985
Pages Recorded: 13
Cashier Initials: OH

Recording Fee: \$56.00
Authorized By:

Date Recorded: 4/2/2008 3:32:42 PM



Grantor	<u>RRT LLC</u>
Grantee	<u>CRESTLAKE ADDITION</u>
Type of Document	<u>RESTRICTIVE COVENANTS AMENDMENT</u>
Recording Fees	<u>\$56.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$56.00</u>
Return Address	<u>TRIPLETT, WOOLF, GARRETSON, LLC</u>
	<u>2959 N. ROCK ROAD, SUITE #300</u>
	<u>WICHITA , KS 67226</u>
	<u> </u>

**AMENDMENT TO CRESTLAKE MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES**

This Amendment to Crestlake Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures ("Amendment") is made and entered into this 31 day of March, 2008, by RRT, LLC, a Kansas limited liability company ("Developer").

RECITALS:

A. Developer executed and recorded in the Sedgwick County real estate records at document #/FLM-PG-28883670 that certain Crestlake Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures dated May 17, 2004 ("Declaration");

B. Developer desires to amend and modify the Declaration pursuant to its powers and authority contained herein.

NOW, THEREFORE, for good and viable consideration, the Developer hereby amends the Declaration as follows:

1. Article I of the Declaration is hereby amended to add the following Section thereto:

1.05 "Parcels" shall mean the portions of Reserve B within the Crestlake Common Area shown as Parcels 1-24, inclusive, on Exhibit A hereto, and legally described on Exhibit B. A "Parcel" shall mean any one (1) of the Parcels. Each Parcel is contiguous to a Lot as shown on Exhibit A hereto.

2. Article V is hereby amended to add the following section thereto:

5.37 "Contiguous Parcels": Declarant has determined that it is desirable to convey each Parcel to the Owner of the Lot contiguous to the applicable Parcel. For example, Parcel 1 as shown on Exhibit A has been or will be conveyed to the Owner of Lot 28, Block 2 within the Property and each of the remaining Parcels will be similarly conveyed to Lot contiguous thereto. Developer hereby reserves perpetually for its benefit and the benefit of the Owners, family members residing on such Owner's Lot and their guests, a non-exclusive, perpetual easement for pedestrian access over and across the Parcels notwithstanding the conveyance of the Parcels to the contiguous Lots. **NO OWNER OF A PARCEL MAY CONSTRUCT OR INSTALL A FENCE, WALL, OR ABOVE-GROUND STRUCTURE WITHIN SUCH PARCEL AND THE SAME SHALL REMAIN OPEN SPACE.** No Owner of a Lot which also owns the contiguous Parcel may convey or transfer such contiguous Parcel separate and apart from such Owner's Lot. Furthermore, each Owner of a Lot who also owns a contiguous Parcel shall maintain the contiguous Parcel in a manner equivalent to the maintenance of such Owner's Lot including, but not limited to, seeding or sodding grass, irrigating and mowing such area, all in such a manner and with such frequency as is consistent with

After Recording Return to:
Ron H. Harnden
Triplett, Woolf & Garretson
2959 N. Rock Rd. #300
Wichita, KS 67226

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3/30/08

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good property management so that such Parcel will be in good appearance. Each Owner's obligation with respect to the contiguous Parcel associated with such Owner's Lot shall commence upon the acquisition of such Owner's Lot.

3. Except as specifically provided herein, the Declaration shall remain in full force and effect and in accordance with its prior terms and provisions.

Executed as of the day and year first above-written.

RRT, LLC

By: [Signature]
Its: MANAGING MEMBER

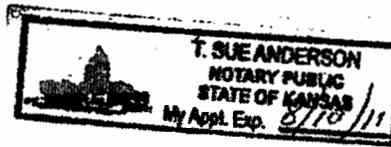
STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 1 day of April, 2008, before me a Notary Public in and for the County and State aforesaid, personally appeared Tim Buchanan, the MANAGING MEMBER of RRT, LLC, a Kansas limited liability company, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said company and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

[Signature]
NOTARY PUBLIC

My Appointment Expires: 8/10/11



04/24/2008 THU 12:24 FAX 316 616 6255

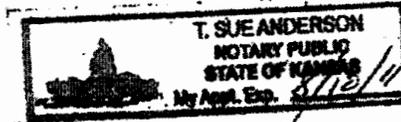
STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 1 day of April, 2008, before me a Notary Public in and for the County and State aforesaid, personally appeared CLIFFORD NILES, the PRESIDENT of Nies Homes, Inc., a Kansas corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

T. Sue Anderson
NOTARY PUBLIC

My Appointment Expires:
8/10/11



STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 1 day of April, 2008, before me a Notary Public in and for the County and State aforesaid, personally appeared WARREN CORVILL the PRESIDENT of Masterpiece Homes, Inc., a Kansas corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

T. Sue Anderson
NOTARY PUBLIC

My Appointment Expires:
8/10/11

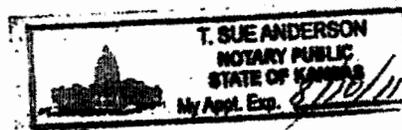
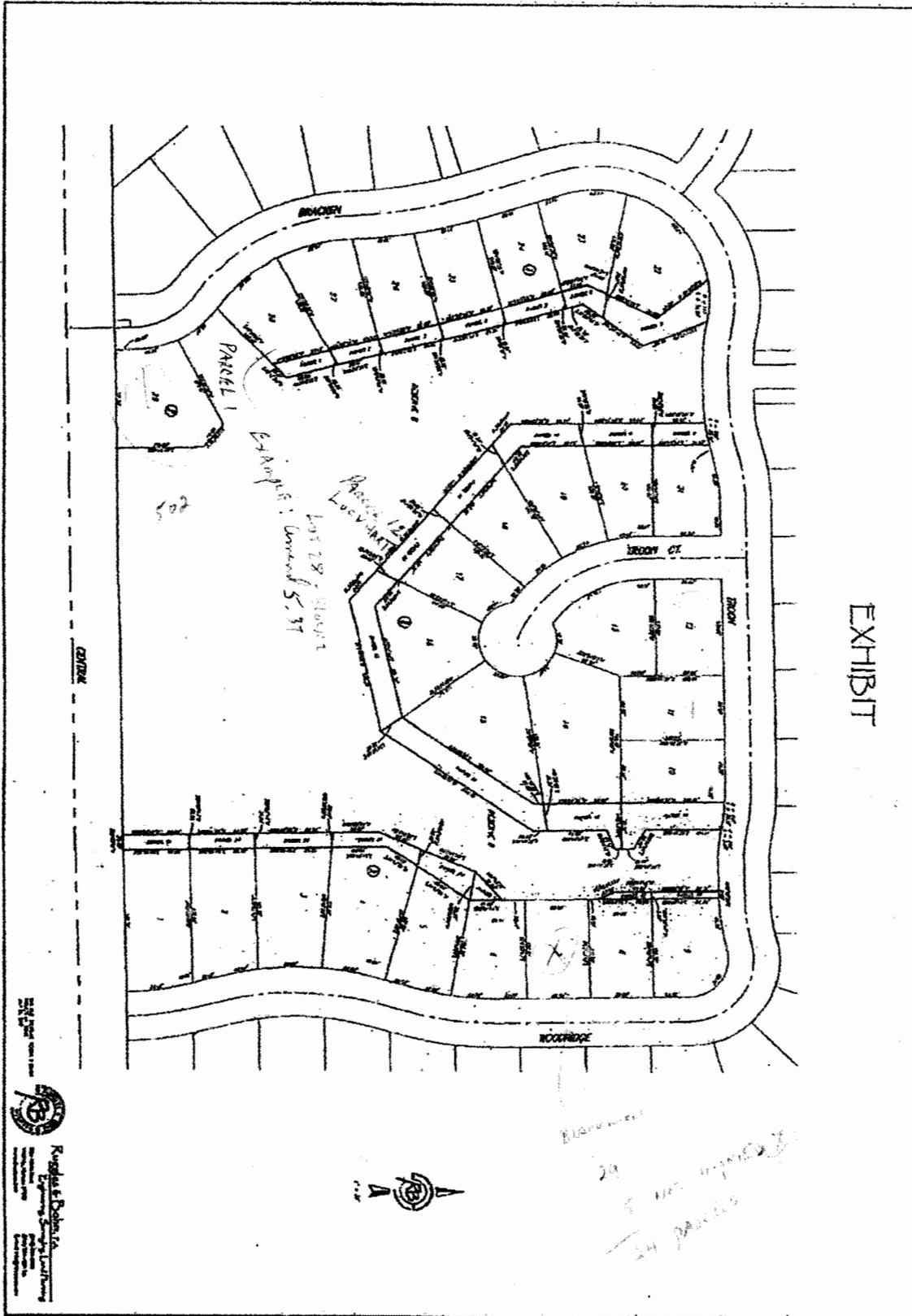


Exhibit A

000023864351



EXHIBIT



 Rughlin & Bohlen Co.

 Surveyors

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 ...

 ...

Exhibit B, Pg 1

PARCEL 1

(L28 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 28, Block 2, in said addition; thence N15°23'35"W, along the east line of said Lot 28, 74.15 feet to the northeast corner of said Lot 28; thence N61°50'29"E, along the extended north line of said Lot 28, 22.56 feet; thence S15°23'35"E, parallel with said east line, 68.20 feet to the extended south line of said Lot 28; thence S48°10'58"W, along said extended south line, 24.57 feet to the place of beginning.

PARCEL 2

(L27 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 27, Block 2, in said addition; thence N15°23'35"W, along the east line of said Lot 27, 63.55 feet to the northeast corner of said Lot 27; thence N75°47'56"E, along the extended north line of said Lot 27, 22.00 feet; thence S15°23'35"E, parallel with said east line, 58.11 feet to the extended south line of said Lot 27; thence S61°50'29"W, along said extended south line, 22.56 feet to the place of beginning.

PARCEL 3

(L26 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 26, Block 2, in said addition; thence N15°23'35"W, along the east line of said Lot 26, 80.00 feet to the northeast corner of said Lot 26; thence N74°36'25"E, along the extended north line of said Lot 26, 22.00 feet; thence S15°23'35"E, parallel with said east line, 80.46 feet to the extended south line of said Lot 26; thence S75°47'56"W, along said extended south line, 22.00 feet to the place of beginning.

PARCEL 4

(L25 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 25, Block 2, in said addition; thence N15°23'35"W, along the east line of said Lot 25, 81.56 feet to the northeast corner of said Lot 25; thence N74°36'25"E, along the extended north line of said Lot 25, 22.00 feet; thence S15°23'35"E, parallel with said east line, 81.56 feet to the extended south line of said Lot 25; thence S74°36'25"W, along said extended south line, 22.00 feet to the place of beginning.

Exhibit B, pg 2

PARCEL 5**(L24 B2)**

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 24, Block 2, in said addition; thence N15°23'35"W, along the east line of said Lot 24, 80.00 feet to the northeast corner of said Lot 24; thence N74°36'25"E, along the extended north line of said Lot 24, 22.00 feet; thence S15°23'35"E, parallel with said east line, 80.00 feet to the extended south line of said Lot 24; thence S74°36'25"W, along said extended south line, 22.00 feet to the place of beginning.

PARCEL 6**(L23 B2)**

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 23, Block 2, in said addition; thence N15°23'35"W, along the east line of said Lot 23, 33.44 feet to a point of intersection on the east line of said Lot 23; thence N25°39'21"E, along the east line of said Lot 23, 27.00 feet to the northeast corner of said Lot 23; thence S79°50'04"E, along the extended north line of said Lot 23, 31.11 feet; thence S36°30'48"W, 30.23 feet; thence S15°23'35"E, parallel with said east line, 21.73 feet to the extended south line of said Lot 23; thence S74°36'25"W, along said extended south line, 22.00 feet to the place of beginning.

PARCEL 7**(L22 B2)**

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 22, Block 2, in said addition; thence N25°39'21"E, along the southeast line of said Lot 22, 70.00 feet to the easterly most corner of said Lot 22; thence N37°44'40"W, along the northeast line of said Lot 22, 80.27 feet to the northerly most corner of said Lot 22, also being the south right-of-way of Troon; thence easterly along said right-of-way, being a curve to the right having a radius of 143 feet, 54.09 feet to a point of reverse curve; thence S22°37'17"E, 86.60 feet; thence S36°30'48"W, 63.22 feet to the extended south line of said Lot 22; thence N79°50'04"W, along said extended south line, 31.11 feet to the place of beginning.

PARCEL 8**(L21 B2)**

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 21, Block 2, in said addition; thence S00°49'32"E, along the west line of said Lot 21, 71.07 feet to the southwest corner of said Lot 21; thence S89°10'28"W, along the extended south line of said Lot 21, 30.00 feet; thence N00°49'32"W, parallel with said west line, 65.91 feet to the south right-of-way of Troon; thence easterly along said right-of-way, being a curve to the left having a radius of 282 feet, 30.46 feet to the place of beginning.

01002885:SE

PARCEL 13

(L16 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the westerly most corner of Lot 16, Block 2, in said addition; thence S49°19'26"E, along the southwest line of said Lot 16, 45.93 feet to a point of intersection on the south line of said Lot 16; thence N77°14'44"E, along the south line of said Lot 16, 151.30 feet to the southeast corner of said Lot 16; thence S34°18'30"E, along the extended east line of said Lot 16, 32.26 feet; thence S77°14'44"W, parallel with said south line, 178.25 feet; thence N49°19'26"W, parallel with said southwest line, 53.94 feet to the extended west line of said Lot 16; thence N27°23'04"E, along said extended west line, 30.83 feet to the place of beginning.

PARCEL 14

(L15 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southerly most corner of Lot 15, Block 2, in said addition; thence N34°08'16"E, along the southeast line of said Lot 15, 201.56 feet to a point of intersection on the east line of said Lot 15; thence N00°49'32"W, along the east line of said Lot 15, 12.60 feet to the northeast corner of said Lot 15; thence N81°20'02"E, along the extended north line of said Lot 15, 36.34 feet; thence S00°49'32"E, parallel with said east line, 18.43 feet; thence S34°08'16"W, parallel with said southeast line, 233.32 feet to the extended southwest line of said Lot 15; thence N34°18'30"W, along said extended southwest line, 32.26 feet to the place of beginning.

PARCEL 15

(L14 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 14, Block 2, in said addition; thence N00°49'32"W, along the east line of said Lot 14, 98.03 feet to the northeast corner of said Lot 14; thence N89°10'28"E, along the extended north line of said Lot 14, 61.56 feet; thence S00°49'32"E, parallel with said east line, 8.60 feet; thence S67°54'12"W, 27.43 feet; thence S00°49'32"E, parallel with said east line, 74.52 feet to the extended south line of said Lot 14; thence S81°20'02"W, along said extended south line, 36.34 feet to the place of beginning.

Exhibit B, pg 5

PARCEL 16

(L10 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southeast corner of Lot 10, Block 2, in said addition; thence $N00^{\circ}49'32''W$, along the east line of said Lot 10, 129.76 feet to the northeast corner of said Lot 10 and the south right-of-way of Troon; thence easterly along said right-of-way line, being a curve to the right having a radius of 218 feet, 32.51 feet to a point of reverse curvature; thence along a curve to the left having a radius of 282 feet, 3.85 feet; thence $S00^{\circ}49'32''E$, parallel with said east line, 94.31 feet; thence $S60^{\circ}54'47''E$, 29.49 feet; thence $S00^{\circ}49'32''E$, parallel with said east line, 15.91 feet to the extended south line of said Lot 10; thence $S89^{\circ}10'28''W$, along said extended south line, 61.56 feet to the place of beginning.

PARCEL 17

(L9 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 9, Block 2, in said addition; thence $S00^{\circ}57'15''E$, along the west line of said Lot 9, 84.29 feet to the southwest corner of said Lot 9; thence $S89^{\circ}02'47''W$, along the extended south line of said Lot 9, 9.00 feet; thence $N00^{\circ}57'15''W$, parallel with said west line, 84.31 feet to the south right-of-way line of Troon; thence $N89^{\circ}10'28''E$, along said right-of-way line, 9.00 feet to the place of beginning.

PARCEL 18

(L8 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 8, Block 2, in said addition; thence $S00^{\circ}57'15''E$, along the west line of said Lot 8, 69.98 feet; thence $N21^{\circ}46'28''W$, 25.32 feet; thence $N00^{\circ}57'15''W$, parallel with said west line, 46.31 feet to the extended north line of said Lot 8; thence $N89^{\circ}02'47''E$, 9.00 feet to the place of beginning.

PARCEL 19

(L6 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the southwest corner of Lot 6, Block 2, in said addition; thence $N00^{\circ}57'15''W$, along the west line of said Lot 6, 41.50 feet; thence $S47^{\circ}53'26''W$, 51.03 feet to the extended south line of said Lot 6; thence $S79^{\circ}18'29''E$, along said extended south line, 39.23 feet to the place of beginning.

Exhibit B, pg 6

PARCEL 20

(L5 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 5, Block 2, in said addition; thence S34°47'01"W, along the west line of said Lot 5, 79.83 feet to the southwest corner of said Lot 5; thence N74°56'49"W, along the extended south line of said Lot 5, 23.12 feet; thence N23°41'20"E, 72.99 feet to the extended north line of said Lot 5; thence S79°18'28"E, along said extended north line, 39.23 feet to the place of beginning.

PARCEL 21

(L4 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 4, Block 2, in said addition; thence S34°47'01"W, along the northwest line of said Lot 4, 45.18 feet to a point of intersection on the west line of said Lot 4; thence S00°56'49"E, along said west line, 69.83 feet to the southwest corner of said Lot 4; thence N85°16'38"W, along the extended south line of said Lot 4, 20.10 feet; thence N00°56'49"W, parallel with said west line, 58.22 feet; thence N23°41'20"E, 57.95 feet to the extended north line of said Lot 4; thence S74°56'49"E, along said extended north line, 23.12 feet to the place of beginning.

PARCEL 22

(L3 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 3, Block 2, in said addition; thence S00°56'49"E, along the west line of said Lot 3, 95.93 feet to the southwest corner of said Lot 3; thence S89°02'47"W, along the extended south line of said Lot 3, 20.00 feet; thence N00°56'49"W, parallel with said west line, 97.92 feet to the extended north line of said Lot 3; thence S85°16'38"E, along said extended north line, 20.10 feet to the place of beginning.

PARCEL 23

(L2 B2)

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 2, Block 2, in said addition; thence S00°56'49"E, along the west line of said Lot 2, 82.00 feet to the southwest corner of said Lot 2; thence S89°02'47"W, along the extended south line of said Lot 2, 20.00 feet; thence N00°56'49"W, parallel with said west line, 82.00 feet to the extended north line of said Lot 2; thence S89°02'47"W, along said extended north line, 20.00 feet to the place of beginning.



Register of Deeds - Tonya Buckingham

Doc.#/Flm-Pg: 29607981

Receipt #: 1974892
Pages Recorded: 4

Recording Fee: \$48

Cashier: JFISHER

Authorized By: *Tonya Buckingham*

Date Recorded: 05/13/2016 02:01:34 PM



AFTER RECORDING RETURN TO:

Sue Anderson
Legend Senior Living, LLC
8415 E. 21st Street N., Ste 100
Wichita, KS 67206

SECOND AMENDMENT TO THE CRESTLAKE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES

SECOND AMENDMENT TO THE CRESTLAKE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES ("Amendment"), is made this 28 day of APRIL, 2016, by Crestlake Master Homeowners' Association, a Kansas nonprofit corporation (the "Association").

RECITALS:

A. That certain Crestlake Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures dated May 17, 2007, recorded at DOC.#/FLM-PG: 28883670, as amended by that certain Amendment to the Crestlake Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures recorded on April 2, 2008 as DOC.#/FLM-PG: 28964351 (collectively referred to as the "Declaration"), and that certain Assignment Of Developer's Rights under Crestlake Master Declaration of Covenants, Conditions, Restrictions, Easement and Disclosures and other documents ("Developer's Right's Assignment") dated November 14, 2014, recorded at DOC.#/FLM-PG: 29489395, and pursuant to which RRT, LLC assigned the Developer's rights under the Declaration to KKI Design Build, LLC ("KKI"), pertaining to the Property subject to the Declaration (Lots 1-36, Block 1 and Lots 1-29, Block 2, Crestlake, Wichita, Sedgwick County, Kansas).

B. This Amendment and the execution and recording hereof was approved by Owners casting not less than two-thirds (2/3) of the aggregate number of votes represented, whether in person or proxy, at a special meeting of the Association duly called for such purpose and held on 4-28-16, 2016.

THEREFORE, the Association wishes to clarify the Declaration, and the Declaration is hereby amended, modified and supplemented as provided below:

1. Sections 1.5 and 1.9 are hereby amended to insert immediately after the reference to reserve "D" the following "and 'E.'" Also all references in Section 1.5 and Section 1.9 to

Reserve "B" are hereby amended to mean and refer to only the following portion of Reserve "B," Crestlake, Wichita, Sedgwick County, Kansas described as:

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas described as commencing at the southeast corner of said Reserve B; thence S89°03'11"W, along the south line of said Reserve B, 20.00 feet for a place of beginning; thence continuing westerly along said line, a distance of 515.26 feet to the southeast corner of Lot 29, Block 2, in said Crestlake; thence N00°56'49"W, along the east line of said Lot 29, 110.00 feet to the northeast corner of said Lot 29; thence N52°02'41"W, along the northeast line of said Lot 29, 38.74 feet to the northerly most corner of said Lot 29; thence S63°26'00"W, along the northwest line of said Lot 29, 127.42 feet to the northwest corner of said Lot 29 and the east right-of-way of Bracken, being a point of curve of a non tangent curve to the left, of which the radius point lies S63°26'00"W, a radial distance of 137.00 feet; thence northwesterly along said curve, through a central angle of 27°56'23", a distance of 66.81 feet to the southerly most corner of Lot 28, in said Block 2; thence N48°10'58"E, along the southeast line of said Lot 28, 128.04 feet; thence N15°23'35"W, 390.06 feet; thence N36°30'48"E, 93.45 feet; thence N22°37'17"W, 86.60 feet to the south right-of-way of Troon, being a point of curve of a non tangent curve to the left, of which the radius point lies N12°14'28"E, a radial distance of 282.00 feet; thence easterly along said curve, through a central angle of 13°04'01", a distance of 64.31 feet to a point of tangency; thence N89°10'28"E, 40.00 feet to a point of curve to the left having a radius of 282.00 feet, a central angle of 06°40'02", and a chord bearing N85°50'27"E, 32.80 feet; thence easterly along said curve a distance of 32.81 feet; thence S00°49'32"E, 244.52 feet; thence S49°19'26"E, 312.30 feet; thence N77°14'44"E, 178.25 feet; thence N34°08'16"E, 233.32 feet; thence N00°49'32"W, 92.95 feet; thence N67°54'12"E, 27.43 feet; thence N00°49'32"W, 24.51 feet; thence N60°54'47"W, 29.49 feet; thence N00°49'32"W, 94.31 feet to the south right-of-way of Troon, being a point of curve of a non tangent curve to the left, of which the radius point lies N09°53'48"E, a radial distance of 282.00 feet; thence easterly along said curve, through a central angle of 10°43'20", a distance of 52.77 feet to a point of tangency; thence N89°10'28"E, 31.09 feet; thence S00°57'15"E, 130.62 feet; thence S21°46'28"E, 25.32 feet to a point on the west line of Lot 8, in said Block 2, said point being 10.02 feet north of the southwest corner of said Lot 8; thence S00°57'15"E, 118.43 feet to a point on the west line of Lot 6, in said Block 2, said point being 28.41 feet south of the northwest corner of said Lot 6; thence S47°53'26"W, 51.03 feet; thence S23°41'20"W, 130.94 feet; thence S00°56'49"E, 322.13 feet to the place of beginning. Containing 6.9 acres, more or less.

All references to "Crestlake Addition" in the Declaration are hereby amended to "Crestlake."

2. In Section 11.10. delete subparagraph "(iii)" appearing in the third paragraph thereof.
3. The following shall be added to Exhibit A, entitled "Amenities to Crestlake Common Areas": ● "Irrigation, landscaping and a development monument will be installed in Reserve E (island in the middle of the Bracken Street entrance off of Central Avenue)."
4. Except as provided in this Amendment, the Declaration shall remain in full force and effect in accordance with the prior terms and provisions.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

Crestlake Master Homeowners' Association

By Shelly Stumpe
Shelly Stumpe, President

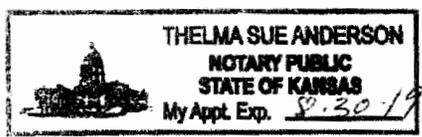
ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

ss:

BE IT REMEMBERED, that on this 28 day of April, 2016, before me, the undersigned, a Notary Public in and for said City and State, came SHELLY STUMPE, President of Crestlake Master Homeowners' Association, a Kansas nonprofit corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

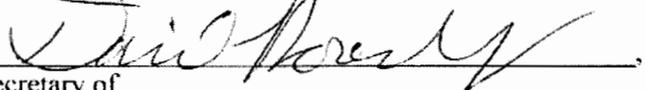


Thelma Sue Anderson
Notary Public
My Appointment Expires: 8.30.2019

CERTIFICATE OF SECRETARY

DAVID ROSENBERG hereby certifies that:

1. I am the Secretary of Crestlake Master Homeowners' Association.
2. By majority vote of the Board of Directors of the Association, pursuant to a unanimous consent in lieu of a meeting in accordance with the Association's Bylaws, a resolution of the Board authorizing presentation of this Second Amendment to the Members at a duly convened meeting of the Association was approved.
3. This Second Amendment was approved by a vote of the Members casting not less than two-thirds (2/3) of the aggregate number of votes represented, in person or by proxy, at a duly-convened meeting of the Association held on 4-28, 2016, which is a proper number of votes required for an amendment of the Declaration under Section 11.10 of the Declaration.


Secretary of
Crestlake Master Homeowners' Association

Date: April 28, 2016

CONSENT BY DEVELOPER

KKI is the current Developer under the Declaration and currently owns six (6) Lots, and as required by Section 11.10 of the Declaration, hereby approves this Amendment.

KKI Design Build, LLC

By: _____
Karl Kraft, CEO

Date: April 28, 2016



Register of Deeds - Tonya Buckingham

Doc. #/Flm-Pg: 29607982

Receipt #: 1974892
Pages Recorded: 3

Recording Fee: \$37.00

Cashier: JFISHER

Authorized By *Tonya Buckingham*

Date Recorded: 05/13/2016 02:01:35 PM



SPECIAL WARRANTY DEED

Grantor, RRT, LLC, a Kansas limited liability company, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and deliver unto Grantee, Crestlake Master Homeowners' Association, a Kansas nonprofit corporation, its successors and assigns, all of the following described real estate situated in the County of Sedgwick and State of Kansas, to wit:

Reserves A, C, D, E and the following portion of Reserve B, all such Reserves, or a portion thereof, located in Crestlake, Wichita, Sedgwick County, Kansas:

That part of Reserve B, Crestlake, Wichita, Sedgwick County, Kansas described as commencing at the southeast corner of said Reserve B; thence S89°03'11"W, along the south line of said Reserve B, 20.00 feet for a place of beginning; thence continuing westerly along said line, a distance of 515.26 feet to the southeast corner of Lot 29, Block 2, in said Crestlake; thence N00°56'49"W, along the east line of said Lot 29, 110.00 feet to the northeast corner of said Lot 29; thence N52°02'41"W, along the northeast line of said Lot 29, 38.74 feet to the northerly most corner of said Lot 29; thence S63°26'00"W, along the northwest line of said Lot 29, 127.42 feet to the northwest corner of said Lot 29 and the east right-of-way of Bracken, being a point of curve of a non tangent curve to the left, of which the radius point lies S63°26'00"W, a radial distance of 137.00 feet; thence northwesterly along said curve, through a central angle of 27°56'23", a distance of 66.81 feet to the southerly most corner of Lot 28, in said Block 2; thence N48°10'58"E, along the southeast line of said Lot 28, 128.04 feet; thence N15°23'35"W, 390.06 feet; thence N36°30'48"E, 93.45 feet; thence N22°37'17"W, 86.60 feet to the south right-of-way of Troon, being a point of curve of a non tangent curve to the left, of which the radius point lies N12°14'28"E, a radial distance of 282.00 feet; thence easterly along said curve, through a central angle of 13°04'01", a distance of 64.31 feet to a point of tangency; thence N89°10'28"E, 40.00 feet to a point of curve to the left having a radius of 282.00 feet, a central angle of 06°40'02", and a chord bearing N85°50'27"E, 32.80 feet; thence easterly along said curve

*THIS TRANSFER OF TITLE DOES NOT REQUIRE A SALES VALIDATION QUESTIONNAIRE
AS IT WAS BY WAY OF GIFT, DONATION OR CONTRIBUTION (NO. 4).*

AFTER RECORDING, RETURN TO:

Sue Anderson
Legend Senior Living, LLC
8415 E. 21st Street N., Ste 100
Wichita, KS 67206

a distance of 32.81 feet; thence S00°49'32"E, 244.52 feet; thence S49°19'26"E, 312.30 feet; thence N77°14'44"E, 178.25 feet; thence N34°08'16"E, 233.32 feet; thence N00°49'32"W, 92.95 feet; thence N67°54'12"E, 27.43 feet; thence N00°49'32"W, 24.51 feet; thence N60°54'47"W, 29.49 feet; thence N00°49'32"W, 94.31 feet to the south right-of-way of Troon, being a point of curve of a non tangent curve to the left, of which the radius point lies N09°53'48"E, a radial distance of 282.00 feet; thence easterly along said curve, through a central angle of 10°43'20", a distance of 52.77 feet to a point of tangency; thence N89°10'28"E, 31.09 feet; thence S00°57'15"E, 130.62 feet; thence S21°46'28"E, 25.32 feet to a point on the west line of Lot 8, in said Block 2, said point being 10.02 feet north of the southwest corner of said Lot 8; thence S00°57'15"E, 118.43 feet to a point on the west line of Lot 6, in said Block 2, said point being 28.41 feet south of the northwest corner of said Lot 6; thence S47°53'26"W, 51.03 feet; thence S23°41'20"W, 130.94 feet; thence S00°56'49"E, 322.13 feet to the place of beginning. Containing 6.9 acres, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, forever, subject to rights of way and easements of record or in place; liens for nondelinquent taxes and assessments; covenants, declarations, conditions, disclosures and restrictions of record; and other matters of record.

Grantor, for its successors and assigns, does hereby warrant title by, through and under Grantor, but not otherwise.

The above described real estate, and all improvements thereon, conveyed hereby is conveyed by Grantor and accepted by Grantee, in an "AS IS" condition, with all faults and defects.

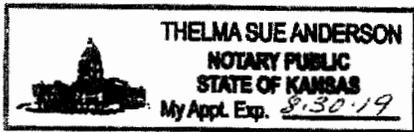
IN WITNESS WHEREOF, the Grantor has executed this instrument this 11 day of MAY, 2016.

RRT, LLC
By: 
Name: TIM BUCHANAN
Title: MANAGING MEMBER

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 11 day of May, 2016, before me a Notary Public in and for the County and State aforesaid, personally appeared TIM BUCHANAN MANAGING MBR. of RRT, LLC, a Kansas limited liability company, personally known to me to be the same person who executed in such capacity as MANAGING MBR. the above and foregoing instrument in writing on behalf of said limited liability company and 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.



Thelma Sue Anderson
NOTARY PUBLIC
My appointment expires: 8.30.2019

**BYLAWS
OF
CRESTLAKE MASTER HOMEOWNERS' ASSOCIATION**

ARTICLE 1

General

Section 1.1. **Office.** The business address of this corporation shall be 7309 E. 21st Street, Suite 110, Wichita, Sedgwick County, Kansas 67206, or such other address as shall be designated by the Board.

Section 1.2. **Fiscal Year.** The fiscal year of this corporation shall be the calendar year.

ARTICLE 2

Definitions

Section 2.1. **"Articles"** shall mean and refer to the Articles of Incorporation of the Association, as they may from time to time be amended.

Section 2.2. **"Association"** shall mean and refer to Crestlake Master Homeowners' Association, a Kansas nonprofit corporation, its successors and assigns.

Section 2.3. **"Board"** shall mean and refer to the Board of Directors of the Association.

Section 2.4. **"Bylaws"** shall mean and refer to the Bylaws of the Association, as they may from time to time be amended, modified, supplemented and restated.

Section 2.5. **"Crestlake Common Area"** shall mean the Crestlake Common Area defined as such in the Declaration.

Section 2.6. **"Declaration"** shall mean and refer to the Crestlake Master Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures filed for record in the Sedgwick County, Kansas real estate records, including such further restatements, amendments, supplements and modifications thereto as may from time to time be recorded.

Section 2.7. **"Developer"** shall mean and refer to RRT, LLC, a Kansas limited liability company, or any assignees of all of Developer's rights and obligations as Developer under the Declaration.

Section 2.8. **"Lot"** shall mean each Lot as that term is defined as such in the Declaration.

Section 2.9. "Member" shall mean any person or entity holding membership in the Association, as provided in the Declaration and these Bylaws.

Section 2.10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those who have sold their interests under an executory contract and no longer have possession of their Lots and those having such interest merely as security for the performance of an obligation.

Section 2.11. "Property" shall mean shall mean the Property defined as such in the Declaration.

ARTICLE 3

Membership and Meetings

Section 3.1. Membership: Voting Rights. Membership in the Association shall be mandatory for each Owner. All Owners shall, upon being such, be deemed to have become Members of the Association and there shall be no other qualifications for membership. Membership in the Association shall be appurtenant to, and shall not be transferred, assigned, pledged, conveyed, alienated or separated from, ownership of a Lot. The voting rights of Members, including the number of votes allowed to Member(s) based on the ownership of a Lot, are limited by and shall be in accordance with Section 2.2 of the Declaration. A Member's right to vote may be suspended from time to time as provided in the Declaration or these Bylaws.

Section 3.2. Annual Members' Meeting. The annual Members' meeting shall be held at 7:00 p.m. on the third Tuesday of October in each year, or at such other date and time as is designated by the Board, following the date that Developer no longer carries out any of the powers and duties of the Board and Association as referenced in Section 5.1 hereof, at a location in Sedgwick or Butler County, Kansas as designated by the Board, for the purpose of electing directors and transacting any other business authorized by the Members.

Section 3.3. Special Members' Meetings. Special Members' meetings shall be held whenever called by the Developer so long as it has not fully relinquished its right to carryout the powers of the Association and the Board. Following the date that Developer has fully relinquished such right, the President, or a majority of the Board, may call a special Member's meeting and such a meeting must be called by the President upon receipt of the written request from Members entitled to cast one-third (1/3) of the votes of the entire membership.

Section 3.4. Notice of Members' Meetings. Notice of all Members' meetings, stating the time and the place where the meeting is to be held and the purpose or purposes for which the meeting is called, shall be given by an officer of the Association. Such notice shall be in writing to each Member at his address as it appears on the books of the Association and shall be mailed,

postage prepaid, or delivered to him not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. Notice of any meeting may be waived in writing, either before or after said meeting.

Section 3.5. Quorum. Except as otherwise required by Kansas nonprofit corporate law, there shall be no quorum as to the minimum number of persons who must be in attendance before the Members may act upon any matter. The acts approved by a majority of votes cast at a meeting duly called hereunder shall constitute the acts of the entire membership, except where approval of a greater number is required by applicable law.

Section 3.6. Proxy. Votes may be cast at any Members' meeting either in person or by proxy. Proxies may be made by any person entitled to vote, shall be valid for only the particular meeting designated therein, and must be filed with an officer of the Association in attendance at such meeting before the vote of a matter is undertaken by the Members in attendance.

Section 3.7. Action Without Meeting By Written Ballot. Any action which under the provisions of these Bylaws or the Kansas nonprofit corporation laws may be taken in a meeting of the Members, may also be taken without a meeting and without prior notice if:

A. A written ballot is mailed or distributed to each Member entitled to vote that provides an opportunity to specify approval or disapproval of each order of business proposed to be acted upon by the Association and a reasonable amount of time (with ten (10) days being deemed reasonable) for the Member to return the ballot to the Association;

B. The number of ballots cast by eligible voting Members within the time period specified equals or exceeds the quorum, if any, required to be present at a meeting authorizing such action; and

C. The number of approvals by eligible voting Members equals or exceeds the number of votes that would be required to approve such action at a meeting at which the total votes cast was the same number as the number of ballots returned to the Association.

All ballot solicitations shall indicate the number of responses needed to meet the quorum required, if any, shall state the approvals necessary to pass the election. The ballot solicitation must specify the time by which the ballots must be received in order to be counted, and that the ballots received in the specified time will be cast in accordance with the choices specified by the Member casting the ballot.

ARTICLE 4

Directors' Election, Meetings, Fees

Section 4.1. Number, Qualification. The Board shall consist of at least one (1) person but not more than seven (7) persons, who need not be Members, the exact number to be fixed and determined by the Board, with full authority in the Board to vary said number at any time and from time to time.

Section 4.2. Nominating Committee; Nominations. Subject to the rights of the Developer under the Declaration and Section 5.1 below, nominations for election to the Board may be made by a committee (the "Nominating Committee"), which shall consist of the President and two Members of the Association who shall be appointed by the Board. The Nominating Committee may be appointed by the Board prior to each annual meeting of the Members, to serve during such annual meeting and until the next annual meeting or until its successors shall have been duly designated and qualified. Members of the Nominating Committee shall be announced at each annual meeting of the Association. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies to be filled.

Section 4.3. Election, Vacancies and Removal. Subject to the rights of the Developer under the Declaration and Section 5.1 below, the election, removal and replacement of directors shall be governed by the following:

A. Directors shall be elected by written ballot of the Members and by plurality of the eligible votes cast at the annual meeting (or special meeting, if applicable) of the Members of the Association. At such meeting, the Members, or their proxies, may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration.

B. Except as to vacancies created by the removal of directors by Members following the date the Developer no longer has the right to designate the directors, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining directors.

C. Following the date the Developer no longer has the right to designate the directors, any director may be removed by the vote of a majority of the eligible votes cast, in person or by proxy, at a special meeting of the Members called for that purpose. Any vacancy in the Board so created shall be filled at that same meeting according to the procedures contained in subparagraph A of this Section.

Section 4.4. Term. Each director's term of service shall extend to the next annual meeting of the Members following his election and thereafter until a successor is duly elected and qualified or until his earlier death, resignation or removal; provided that whenever there are two or

more persons on the Board, the Board may require that directors shall serve staggered terms of one, two or three years and shall begin implementation of the same at the next following annual meeting of the Association.

Section 4.5. Organizational Meeting. The organizational meeting of each newly elected Board shall be held as soon as reasonably possible after its election, at such place and time as shall be fixed by those directors present at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 4.6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or facsimile at least three (3) days prior to the date set for such meetings.

Section 4.7. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting shall be given to each director personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

Section 4.8. Waiver of Notice. Any director may waive notice of a meeting, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 4.9. Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Declaration, these Bylaws or applicable law.

Section 4.10. Adjourned Meetings. If at any meeting of the directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.11. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 4.12. Presiding Officer. The presiding officer at all directors' meetings shall be the Chairman of the Board, if such an officer has been elected; if no Chairman of the Board has been elected, the Board shall designate a person to preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

Section 4.13. Compensation. No director shall receive compensation from the Association for any service he may render to the Association. However, any director may be

reimbursed for actual expenses incurred in the performance of his duties, to the extent such expenses are approved by the Board.

ARTICLE 5

Powers and Duties of Directors and Developer

Section 5.1. Exercise of Developer's Powers. As provided in the Declaration, notwithstanding anything to the contrary contained herein, the rights, powers and operations of the Board and the Association shall be under the absolute and exclusive control of the Developer, including, but not limited to, the appointment and removal of the members of the Board and the officers of the Association in its discretion, until Developer transfers the operation to the Association or Board, as the case may be, which shall then exercise the powers and duties herein set out; provided, however, that the Developer may, at its option, at any earlier time, partially or wholly, transfer all or any part of such duties and powers to the Association or the Board by written instrument. In the event of a transfer of a portion of such powers and duties by the Developer to the Association or the Board, the Developer shall retain all other powers and duties which are not so specifically transferred. The Association and the Developer shall cooperate fully in the transition of the powers and duties hereunder.

Section 5.2. Exercise of Directors' Powers. Except as otherwise provided in the Declaration with regard to the rights and powers of the Developer or others, all of the powers and duties vested in the Association by the Declaration and these Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. Such powers and duties of the Board shall include, but shall not be limited to, the following, subject, however, to any contrary provisions of the Declaration, these Bylaws and applicable law:

A. To select and remove all of the officers, committee members, agents, employees and contractors of the Association, prescribe such powers and duties for them as may be consistent with law, the Articles, the Bylaws or the Declaration, and to fix the compensation for employees and contractors.

B. To conduct, manage and control the affairs and business of the Association and make such rules and regulations (including fines) therefor not inconsistent with law, the Articles, the Bylaws or the Declaration as they deem best, including rules and regulations for the use and operation of the Crestlake Common Area and facilities owned or controlled by the Association.

C. To accept and/or convey rights, easements, title and/or ownership of the Crestlake Common Area, improvements and portions thereof.

D. To change the principal office for the transaction of the business of the Association from one location to another within the county in which the Property is located, and to designate any place within such county for the holding of any membership meeting.

E. To make and collect assessments and charges to and from Members and use the proceeds of assessments in the exercise of its powers and duties, all as provided herein or in the Declaration.

F. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Owners with respect to the Crestlake Common Area and the affairs of the Association, which may include bonding of officers or other representatives of the Association.

G. To pay all charges for water, electricity, gas and other utility services for the Crestlake Common Area.

H. To maintain, repair, preserve, replace and operate the Crestlake Common Area and improvements thereon as required by the Declaration.

I. To reconstruct improvements located in the Crestlake Common Area after casualty if adequate insurance proceeds are available, and to further improve the Crestlake Common Area as required by the Declaration.

J. To enter onto any Lot as may be necessary for the purpose of carrying out any of the powers or duties of the Board and the Association as herein set forth and as set forth in the Declaration, including, but not limited to, such entry as may be necessary in connection with the construction, maintenance or emergency repair of the Crestlake Common Area, at any reasonable hour and, except in the case of emergency, after reasonable notice.

K. To enforce by legal or administrative proceedings the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations adopted by the Board, and the provisions of any agreement to which the Association is a party.

L. To contract for management of the Crestlake Common Area and delegate to said management all powers and duties of the Association, these Bylaws, or applicable law to have approval of the Board or of the Members of the Association.

M. To borrow money and incur indebtedness on behalf of and for the purposes of the Association and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt and security therefore.

N. To pay any taxes and governmental special assessments which are or could become a lien on the Crestlake Common Area or any portion thereof.

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O. To initiate and execute disciplinary proceedings, actions, fines and other measures against Owners and occupants of Lots for violations of the provisions of the Articles, these Bylaws, the Declaration and the rules and regulations adopted by the Board to the extent permitted in any such documents. Membership rights and privileges (including voting rights and use of Crestlake Common Area) may be suspended by the Board if a Member, or his family members or guests, are found to be in violation of the provisions of the Articles, these Bylaws, the Declaration or the rules and regulations adopted by the Board. If the Board believes grounds may exist for any such suspension, the Board shall give to the Member believed to be in violation at least fifteen (15) days prior written notice of the intended suspension and the reasons therefor. Members shall be given an opportunity to be heard before the Board, either orally or in writing, not less than five (5) days before the effective date of suspension. The notice required hereby may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail, sent to the last address of the Member shown on the Association's records. Anything herein stated to the contrary notwithstanding, the Board shall not have the power to suspend any Member's rights of access or utilities to his Lot.

P. To prepare budgets and financial statements for the Association as provided elsewhere herein.

Q. To prosecute or defend in the name of the Association any action affecting or relating to the Association, the Crestlake Common Area or other property owned by the Association, and any action in which all or substantially all of the Owners have an interest.

R. To delegate any of its powers hereunder to others, including committees, officers and employees.

S. To perform such other acts as may be authorized by the Declaration or the Members.

T. To indemnify a director, officer or committee member or former director, officer or committee member of the Association to the extent such indemnity is provided for by Kansas law, the Articles or these Bylaws.

ARTICLE 6

Officers

Section 6.1. Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Association may also have, at the discretion of the Board, one or more Assistant Secretaries and such other officers as the Board may

from time to time appoint in accordance with the provisions hereof. One person may hold two or more offices.

Section 6.2. Election. Subject to the rights of the Developer under the Declaration and Section 5.1 above, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following the annual meeting of the Members. Each officer shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 6.3. Subordinate Officers. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board may from time to time determine.

Section 6.4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office at any regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6.6. President. The President shall be chosen from among the directors and shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the Members from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

Section 6.7. Vice President. The Vice President shall act in the place of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Section 6.8. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

Section 6.9. Treasurer. The Treasurer shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

Section 6.10. Compensation. No officer shall receive compensation from the Association for any service he may render to the Association. However, any officer may be reimbursed for actual expenses incurred in the performance of his duties to the extent such expenses are approved by the Board.

ARTICLE 7

Fiscal Management

Section 7.1. Budget. The Board shall, on or about January 31 of each year, adopt a budget for the ensuing calendar year, which shall include the estimated funds required to defray all common expenses.

Section 7.2. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under such classifications as the Board shall deem appropriate.

Section 7.3. General Assessments. The general assessments (in addition to sums assessed pursuant to provisions hereinbelow) shall be the amount specified in, or established pursuant to, the Declaration or as otherwise determined by the Board.

Section 7.4. Special Assessments. In addition to the general assessments authorized above in this Article 7, the Board may levy in any assessment year a special assessment for each Lot applicable to that year only for the purposes stated in the Declaration; provided that any such assessment shall have the assent of a majority of the eligible votes cast, in person or by proxy, at an annual meeting or a special meeting duly called for such purpose.

Section 7.5. Assessments: When Due. The Developer or the Board shall establish the due date for all assessments, whether general, special, transfer or otherwise.

Section 7.6. Fines. The Board shall have the authority to assess fines for any violation of the Declaration by an Owner, in the manner and subject to the limitations provided in the Declaration.

Section 7.7. Lien Rights. As provided in the Declaration, the Association shall have a continuing lien against each Lot to secure payment of any assessment, fine or other amount due and owing the Association. In the event of default by any Owner, the lien on the Lot of such Owner may be foreclosed by the Association in the same manner as set forth in the Declaration.

Any amounts which are not paid when due shall be delinquent. After thirty (30) days, such delinquent amounts shall bear interest as set forth in the Declaration, in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorneys' fees.

Section 7.8. No Offsets. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of the Crestlake Common Area or that Developer, the Association, the Board or the architectural control/design review committee is not or has not been properly exercising its duties and powers under the Declaration, Articles or Bylaws.

ARTICLE 8

Indemnification and Insurance

Section 8.1. General. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, advisory director, officer, member of the design or other committee, or employee of the Association, or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, officer or employee of another corporation, association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 8.2. Derivative Action. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, advisory director, member of the design or other committee, officer or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, member of the design or other committee, officer or employee of another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all of the circumstances of the

case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 8.3. Costs Indemnified. To the extent that any person who is or was a director, advisory director, officer, member of the design or other committee, or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or who is or was serving at the request of the Association as a director, advisory director, officer or employee of another association or corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under this Article shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicable standard of conduct set forth therein has been met. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Members of the Association.

Section 8.4. Time of Indemnification. Expenses incurred by a director, advisory director, officer or employee in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, advisory director, officer or employee to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association pursuant to this Article 8.

Section 8.5. Nonexclusive Rights. The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this Article 8 shall not be deemed to be exclusive of any other right to which those seeking indemnification or advancement of expenses may be entitled from the Association or any other entity under any other bylaw, statute, agreement, provision of the Articles, vote of the Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Member and shall inure to the benefit of the heirs, executors and administrators of such Member. However, any amount actually received as the proceeds of any such other indemnification shall be deducted from the amount, if any, which he may be entitled to receive pursuant to this Article 8.

Section 8.6. Insurance. By action of the Board, notwithstanding any interest of any Members in the action, to the fullest extent permitted by law the Association may purchase and maintain insurance, in such amounts and against such risks as the Board deems appropriate, on behalf of any person who is or was a director, member of the design or other committee, advisory director, officer, employee or agent of the Association, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article 8, the Articles or the laws of the State of Kansas.

ARTICLE 9

Miscellaneous Provisions

Section 9.1. Definitions. The definitions set forth in Article 2 hereof shall apply to any additional real property acquired by the Association.

Section 9.2. Amendments. The power to make, adopt, alter, amend, restate or repeal (collectively "Amendment") these Bylaws is vested in the Developer so long as it controls the Board and the Association as provided in Section 5.1 above and thereafter concurrently in the Board and the Members, but the authority of the Board with respect to these Bylaws shall at all times remain subject to the superior authority of the Members. Any Amendment of these Bylaws by the Members shall be effective when approved, at an annual meeting or a special meeting duly called for such purpose, by an affirmative vote of two-thirds (2/3) of the eligible votes of Owners cast, either in person or by proxy, at such meeting; provided, Developer's written consent to any Amendment shall be required in connection with any Amendment which is made prior to the expiration of one (1) year following the date Developer no longer owns a Lot . In no event shall any Amendment be in conflict with the terms of the Declaration or applicable law.

Section 9.3. Resolution of Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. These Bylaws are subordinate to any rights of the Developer as provided in the Declaration.

Section 9.4. Number and Gender. All of the terms and words used in these Bylaws, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine or neuter), as the context or sense of these Bylaws or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the I am the sole director of Crestlake Master Homeowners' Association, a Kansas non-profit corporation; and

2. That the foregoing Bylaws, comprising 14 pages, constitute the Bylaws of said corporation, duly adopted by action of the Board of Directors dated as of the ____ day of June, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of June, 2008.

Tim Buchanan

CRESTLAKE

HOMEOWNERS' GUIDE TO

PLAN REVIEW REQUIREMENTS OF
DESIGN REVIEW COMMITTEE

CRESTLAKE

Required DRC Submittal Package Information

ITEMS 1 THRU 4 ARE REQUIRED TO BE SUBMITTED FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY GRADING OR CONSTRUCTION ACTIVITY

*****ALL INFORMATION MUST BEAR THE APPROVAL SIGNATURE OF HOMEOWNER AND RELATED CONTRACTOR**

The following information is required to be submitted to the DRC for approval.

- 1) **Two Copies of Complete set of House Plans in ¼ scale or on 11X17 minimum as intended for use by contractors and showing approval of home Owner (if any) including:**
 - Basement plan including but not limited to
 - Walk out or view out walls, patios, retaining walls, window wells showing heights, lengths and design consistent with engineers site and drainage plan and the DRC design requirements
 - Location of sump pump outlet
 - Location and height of all brick ledges and dropped siding, stucco or blocking consistent with engineers site and drainage plan
 - Location and size of all windows and doors
 - Location and type of all exterior lighting
 - Floor plans of each floor of house including but not limited to
 - Square footage information for each above ground level. Calculation shall include area inside the exterior face of all exterior walls of finished space not including any garage or related storage area.
 - Location of exterior mechanical equipment
 - Screening design for Trash and other items as required
 - Location and size of all windows and doors
 - Location and type of all exterior lighting
 - Elevations showing all faces of exterior including but not limited to
 - Roof pitch and material noted on all roof areas
 - Labels indicating all surface materials and design usage such as width of lap siding, type of stucco, stone, brick, cedar trim, masonite / hardyboard trim, etc.
 - Location of all wing or retaining walls designed per DRC requirements
 - Elevations must be drawn showing dropped masonry, siding, garage doors, etc. reflective of the engineers site and drainage plan
 - Window and door sizes consistent with floor plans
 - Design details as intended to be built
 - Any decks and/or stairs
 - Location and type of all exterior lighting
 - Screening design for Trash and other items as required
- 2) **One original and one copy of Site and Drainage Plan designed by designated engineer (Ruggles & Bohm) bearing Engineer's Stamp and dated Initials, including but not limited to**
 - Plan must be on approx 11x17 and at 1"=40' scale. Reduced or faxed plans will not be accepted
 - Plan must bear Builders and Owners (if any) signature
 - All deck, driveways, patios, any other hard surface areas, all structures, including dimensions, drainage and slope of ground and hard surfaces
 - Front setback distance
 - Elevations for Top of foundation, Garage door pad, Min Pad if any, Basement Floor, Walk out or View out wall elevations, and Top of Curb at corners of lot and at driveway
 - Wing or retaining walls and grade elevations
 - Drainage contours and flow direction for entire finished lot

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- Finished contour grade elevations at all sides of house
- Percentage of slope labeling of all areas less than 5%. Slope of less than 3% is discouraged but allowed for shorter distances.
- Location of any trees affected by location of house or improvements
- Field verified ground and flow elevations at all property lines, at all trees or in all areas adjoining lot containing trees, showing grades and positive drainage
- All easements and setbacks of record
- Location of all existing trees on lot
- Any landscape terracing known or anticipated (if constructed in future, elevations and drainage must be approved by Ruggles & Bohm and the DRC)
- Any underground drainage for any purpose including but not limited to groundwater, sump, gutters known or anticipated (if constructed in future, elevations and drainage must be approved by Ruggles & Bohm and the DRC)

3) 2 Copies of complete set of Specifications for construction of house and improvements including but not limited to:

- Interior Materials
- Exterior Materials
- Owners (if any) approval

4) All other information as may be necessary to comply with required approvals and all other provisions of the Declarations and listed requirements of the DRC.

5) Two copies of Exterior Color Schedule including but not limited to:

- manufacturer
- color name and location on structure
- actual material or color sample not less than 8 square inches for each paint color
- sample of the actual material for all non painted surfaces in sufficient size to display full range of colors.

LANDSCAPING AND OTHER YARD IMPROVEMENTS

6) Two copies of Landscaping and irrigation plans and specifications including but not limited to:

- Site Plan and Drainage information included in Para 2 above
- Acknowledgement of Closing Grade Completion and Post Closing Drainage Matters
- Design layout of all plantings
- Labeling of all plantings indicating size and species
- Labeling of all ground cover or bedding material
- Location, species and size of all trees
- Drainage elevations for all planting areas
- Location, size, type, and color of any brick, stone, wood or other material
- Design or photo of any "art" pieces
- Design and drainage elevations of any ponds or water features
- Irrigation plans showing zones, and location and spray direction of all heads
- Location of any existing trees or vegetation on lot
- Final grade certification from Ruggles & Bohm as required from Builder

7) Two copies of Fencing or Pool plans and specifications including but not limited to:

- Site Plan and Drainage information included in Para 2 above
- Acknowledgement of Closing Grade Completion and Post Closing Drainage Matters
- Dimensioned design layout of pool, pool equipment, and screening including approved grade elevations by R & B.
- Dimensioned design layout of all associated concrete pad / walks including approved grade elevations by Ruggles & Bohm engineers

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- Dimensioned design layout of any fencing, gates, arbors or other structures
- Dimensioned design layout of all lighting including wattage and fixture selection and design
- Design of landscape screening as required
- Location of any existing trees
- Final grade certification from Ruggles & Bohm as required from Builder

All other information as may be necessary to comply with required approvals and all other provisions of the Declarations and listed requirements of the DRC.

- If information is not approved, DRC will notify Builder and issue letter stating reason(s).
- Following approval, DRC will return to Builder one set of all submitted information initialed by DRC with any notes or additional requirements.
- Builder and Owner should note that any excavation or foundation contractor found using site plan not bearing approval signatures of Engineer, Builder, Owner, DRC, and Developer, will be required by Developer to cease. Developer bears no responsibility for contractors completing work with non-compliant plans and may or may not check contractor's plans from time to time.

CRESTLAKE DEVELOPMENT

DESIGN REVIEW GUIDE CRESTLAKE AREA ONLY

This information is intended to be used as a guide for compliance with the DRC and Declarations with regard to the construction of houses, landscaping, and improvements. Owners and Builders should familiarize themselves with and refer to the entire Declarations as filed and the most recent dated version of this guide to verify compliance with all provisions of all Declarations. All provisions of the entire Declarations and DRC requirements must be complied with whether or not they are mentioned in this Guide.

EXCERPTS FROM CRESTLAKE MASTER DECLARATION

All italics print information is from DRC requirements or additional detail information not listed in the Declarations. Other information is selected excerpts from the original filed Declarations.

1.15 "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.

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 Crestlake Common Area.

5.2 Exemption from Article V. Notwithstanding anything to the contrary appearing elsewhere in this Article V, there are no areas of the development that are exempt from the provisions of this Article V including the areas that are related to the Crestlake Common Area hereof.

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Crestlake Area only Guidelines

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, and paneling approved by the DRC, glass, glass blocks, vinyl or steel siding, 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, stone or stucco 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.

All roofs on all building improvements on any Lot shall be Heritage II Weatherwood color or other material approved by the DRC from time to time in it's sole discretion.

The DRC has established minimum square footage requirements on all lots in Crestlake area effective October 12 o 2006:

- 1530 sf for single story homes and
- 2000 sf for two story homes.

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 its sole discretion.

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 in *Crestlakes* shall be 8/12 on front gables and 6/12 on body of house with ridge parallel to street. 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.**

i. There shall be no rock or gravel yards and all front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.

ii. In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the DRC. Retaining wing wall extensions of basement and all exposed window well wall tops and walk out walls shall have masonry cap top and exposed face shall be painted color of house or other color approved by the DRC.

iii. 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

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residence; and shall be first approved by the DRC. All recreation and play equipment shall be located in the rear of any Lot.

iv. All vegetable gardens shall be in the back yards only.

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

vi. All exterior wood surfaces on homes (excluding decking) must be painted, or stained and sealed.

vii. Any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type shall be deemed a Structure that is subject hereto.

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

ix. 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.

x. 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.

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

xii. 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 fifteen (15) 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.

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

xiv. Pad elevations and all exterior drainage shall be set by Developer's engineer at the cost of Owner and any deviation therefrom and any resulting liability, damage, or costs incurred as a result thereof, shall be the responsibility of the Owner. *Developer's designated engineer as of October 12, 2006 is Ruggles P.A. in Wichita, KS.*

Sidewalk and patio layouts must be approved by Ruggles & Bohm and the DRC. Ruggles & Bohm shall designate and approve drainage surrounding all concrete areas

Side walk and porch steps shall be limited to 4 contiguous steps at a time, separated by a landing of at least 4 feet in length.

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- xv. No Christmas lights shall be lighted before Thanksgiving and shall be taken down no later than March 15 of the following year.
- xvi. 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.
- xvii. 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.
- xviii. Any permanent or temporary covering of a swimming pool, tennis court, patio, or otherwise (including a rigid or "bubble" type covering), shall be deemed a Structure that is subject to review, approval or disapproval by the DRC hereunder.
- xix. 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.
- xx. *All garages in areas of Crestlake* must be side loaded, which includes "L" shaped garages, and may include approximately 135° or greater sideyard/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. Garages in Crestlake may be front loaded and not exceed 3 car width. On 3 car garages, one third of the width must be "set back" a minimum 10 inches and incorporate a roof design to minimize the frontal impact of the garage portion of the structure.
- xxi. Mail box Structures shall be approved by the DRC prior to construction.
- xxii. Trash and refuse container storage areas shall be installed at a location approved by the DRC and shall be screened *from view of street and adjacent homes* in a manner approved by the DRC.

5.4 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.

5.5 Damage Prohibited. No Owner shall do or allow to be done and act which causes or threatens to cause any damage, encroachment or disrepair to the Crestlake Common Areas, street rights-of-way, the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot, Crestlake Common Area, or street right-of-way in connection with the construction of 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.

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5.6 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.

5.7 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.

5.8 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.

5.13 Signs. Except as authorized by the 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; provided, 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. Builders wishing to have signage on construction sites may order signs approved by the Developer bearing the Crestlake logo, phone number and contain the words "Built By builder name". No individual builder signage shall be permitted.

5.14 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.

5.15 Antennas. Except as authorized by the DRC, 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. 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 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.

5.18 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, 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, slightly 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 Board, any Owner fails to perform the duties imposed by this Section, the Association, after approval by a two-thirds decision of the 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

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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.

5.19 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.

5.20 No Disturbances of Streams. No lake, pond, stream or water drainage facilities, natural or erected within the Crestlake Common Area shall be disturbed other than by Developer or the Board.

5.23 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 the Crestlake 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 Developer or the DRC.

B. Fencing may not be installed to 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 and except for black wrought iron or tubular steel fences which do not exceed six 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 drainageways established by the master drainage and grading plan referenced in Section 5.25 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 fifteen feet (15') of the water's edge of any lake located within the Crestlake Common Area.

5.25 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, or 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 5.25 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 5.25 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

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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.

5.30 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).

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

5.34 Lawns and Trees. No tree having a diameter of two inches (2") or more (measured at 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. The grading and drainage around all trees and wooded areas is of critical importance. No debris, building material, soil, or

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other material of any kind shall be placed or stored beneath the "drip line" of any tree or in a location that prevents proper drainage of trees. No "cleaning", clearing, grading, or planting in any wooded areas is allowed without the express written permission of the Developer. No vehicle or equipment shall be parked beneath "drip line" of any tree. It is recommended that Builders erect temporary fence or barrier to prevent such occurrences.

ARTICLE VIII

DESIGN REVIEW COMMITTEE: ARCHITECTURAL CONTROL

8.1 Committee. A Design Review Committee ("DRC") shall have responsibility for the 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, approve or disapprove all matters pertaining to 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, therefor 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 therefor 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. The DRC shall be deemed to have approved plans and specifications for which an Owner shall have requested approval if it has not notified such Owners of disapproval or the need for additional time for consideration within thirty (30) days following Owner's submittal to such committee.

The DRC initially plans to meet on a biweekly schedule resulting in a minimum 2 week response. The DRC will establish from time to time minimum submittal information for beginning of construction. Submittal of only a portion of the required information will result in dis-approval.

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

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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.

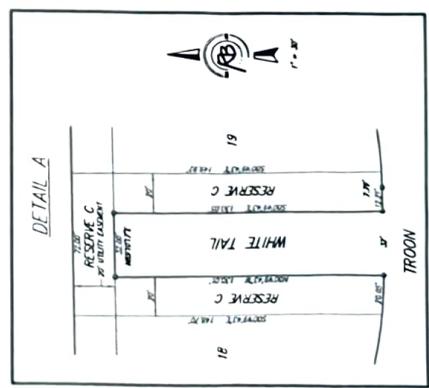
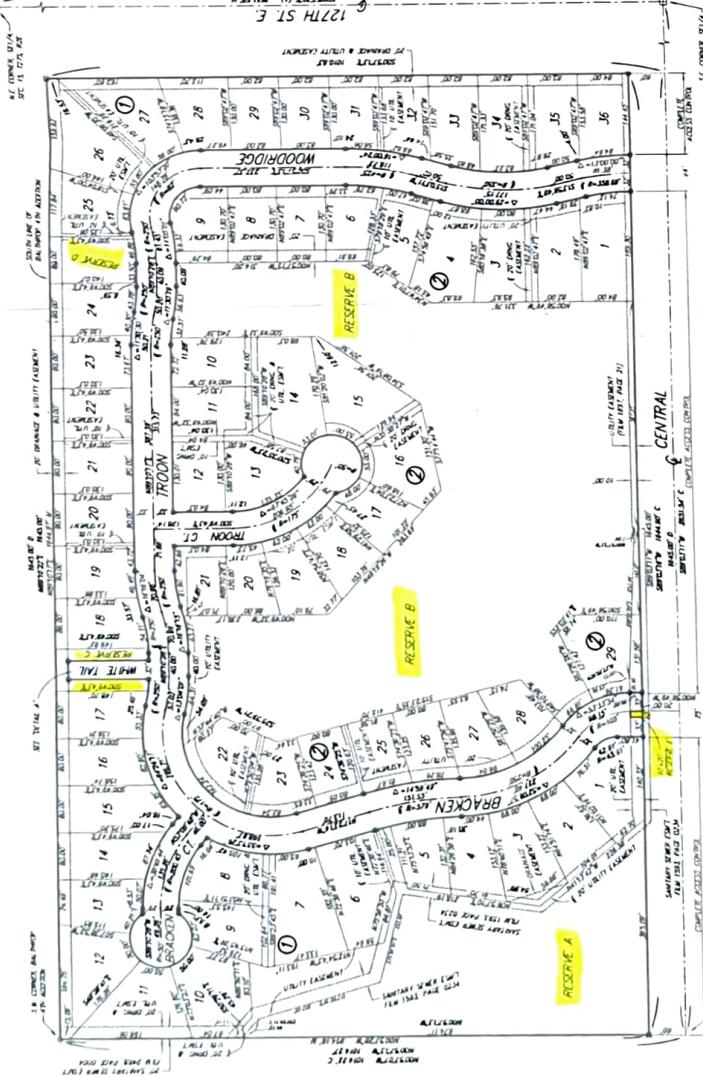
8.7 Right Of Inspection. Representatives of the Board or DRC or any of its agents thereof may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration 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 Association, after approval by a two-thirds decision of the Board, 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 therefor, 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

pg 10 - missing

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Wichita, Sedgwick County, Kansas



RESERVE	AREA (SQ FT)	AREA (SQ YD)	AREA (AC)
RESERVE A	1,111.11	127.78	2.84
RESERVE B	1,111.11	127.78	2.84
RESERVE C	1,111.11	127.78	2.84

BOUNDARY OF CITY OF WICHITA, KANSAS, AS SHOWN ON THE CITY MAP OF WICHITA, KANSAS, DATED 1978, IS SHOWN BY A DASHED LINE. THE CENTERLINE OF THE CITY STREETS IS SHOWN BY A SOLID LINE. THE CENTERLINE OF THE CITY STREETS IS SHOWN BY A SOLID LINE.

- LEGEND:**
- RESERVE A
 - RESERVE B
 - RESERVE C
 - WHITE TAIL
 - TROON
 - WOODBRIDGE
 - STREETS
 - ALLEYS
 - EASEMENTS
 - UTILITIES
 - CONCRETE
 - ASPHALT
 - GRAVEL
 - PAVEMENT
 - LANDSCAPING
 - PLANTINGS
 - STRUCTURES
 - ACCESSORIES
 - IMPROVEMENTS
 - UTILITIES
 - CONCRETE
 - ASPHALT
 - GRAVEL
 - PAVEMENT
 - LANDSCAPING
 - PLANTINGS
 - STRUCTURES
 - ACCESSORIES
 - IMPROVEMENTS

This plat of "CRESTLAKE", Wichita, Sedgwick County, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas.

Dated this _____ day of _____, 2008.
 Wichita-Sedgwick County Metropolitan Area Planning Commission
 Carol L. Warner, Jr. _____ Chair
 John L. Schaefer _____ Secretary

This plat approved and all dedications shown hereon accepted by the City Council of the City of Wichita, Kansas, this _____ day of _____, 2008.
 At the Direction of the City Council
 Carlos Mojica _____ Mayor
 Karen Sabelli _____ City Clerk

Reviewed in accordance with K.S.A. 58-2205 on this _____ day of _____, 2008.
 Tress L. Robison, LS #7246 _____
 Deputy County Surveyor
 Sedgwick County Kansas

Entered on transfer record this _____ day of _____, 2008.
 Dan Stover _____ County Clerk

State of Kansas) SS
 Sedgwick County) SS
 This is to certify that this plat has been filed for record in the office of the Register of Deeds, this _____ day of _____, 2008, of _____
 eBook _____ M. and is duly recorded.
 Bill Hunt _____ Register of Deeds
 Taylor Scarborough _____ Deputy

State of Kansas) SS
 Sedgwick County) SS
 Mr. Rupples & Bohm, P.A., Land Surveyors in licensed county and state, do hereby certify that, under the supervision of the undersigned, the survey and plotted "CRESTLAKE", Wichita, Sedgwick County, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed, described as follows:

LEGAL DESCRIPTION
 The east 1645 feet of the south 60 acres of the SE 1/4 of Sec. 13, T17S, R2E of the 6th P.M., Sedgwick County, Kansas, EXCEPT the south 60 feet for road.

Rupples & Bohm, P.A.
 Thomas C. Rupples _____ Land Surveyor

Know all men by these presents that me, the undersigned, have caused the land described in the surveyor's certificate to be surveyed, platted, and recorded in the public records of Sedgwick County, Kansas, and that the same are hereby granted to the public as indicated for drainage purposes. Reserve "A" is hereby reserved for irrigation, landscaping, drainage, drainage structures and utilities confined to easements. Reserve "B" is hereby reserved for utility, drainage structures and a gate for emergency access purposes. Reserve "C" is hereby reserved for entry features, signage, irrigation, lighting and landscaping. The Reserves shall be owned and maintained by the Home Owners Association for the addition. The streets are hereby dedicated to the use of the public. Access Confronts as indicated are hereby granted to the appropriate governing body. A drainage plan has been prepared for the lot for the purpose of showing the location of the easement and unobstructed to allow for the conveyance of storm water.

RTY LLC
 Tim Buchanan _____ President

State of Kansas) SS
 Sedgwick County) SS
 The foregoing instrument acknowledged before me, this _____ day of _____, 2008, by Tim Buchanan, President, on behalf of RTY LLC.

My appointment expires _____
 Notary Public



Russell & Bohm, P.A.
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