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*Ed Ross  
Deputy*

DECLARATION

OF

MORNING DEW ADDITION

*32.00ck*

*Reflection Ridge Inc.  
2301 N. Ridge Rd.*

*67205*

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DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
MORNING DEW ADDITION

THIS DECLARATION, made this 24 th day of May, 1988, by REFLECTION RIDGE, INC., a Corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as: Lots 27 through 44, Block 1, and Lots 1 through 4, and Lots 7 through 9, Block 4, Reflection Ridge, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to the Addition to insure the proper development thereof and adequate maintenance and government of the Common Area and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that the Addition, except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Morning Dew Addition Owners' Association (the "Association"), consisting of the owners of the lots included within the Addition; and

WHEREAS, there shall be established the Reflection Ridge Master Association (the "Master Association"), consisting of the owners of all lots included within the development commonly known as "Reflection Ridge" of which the Addition is a part, the principal purpose of which will be to be responsible for the maintenance of certain Common Area as hereinafter described; and

WHEREAS, Declarant may, but shall not be required to, convey additional real property to the Association or the Master Association;

NOW, THEREFORE, Declarant hereby declares that all of the Addition shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE 1

Association Membership and Voting Rights

Section 1.01. Formation of Associations. The associations shall be organized as nonprofit corporations for a perpetual term under the laws of the State of Kansas.

Section 1.01. Membership. Membership in the associations shall be mandatory for each owner of a lot. Each lot owner is hereinafter referred to as an "Owner".

Section 1.03. Definition of "Member". "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 1.04. Definition of "Lot". The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two or more Lots which are combined into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 1.05. Voting Rights. There shall be two (2) votes for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to nine votes for each Lot of which it is the Owner.

Section 1.06. Initial Operation. The initial operation of the associations shall be by Declarant until such time as Declarant turns over the operations thereof to the associations.

Section 1.07. Board of Directors. All actions of the associations shall be taken on their behalf by the respective Boards of Directors (the "Board"), except for when a vote of the Members is specifically required by this Declaration, the Articles of Incorporation, or the Bylaws of the respective associations.

Section 1.08. Approval by Members. Any provision of this Declaration or the Bylaws which requires the vote or written assent of a specified majority of the voting power of the associations shall be deemed satisfied by the following:

a. The vote of the specified majority at a meeting duly called and noticed pursuant to the provisions of the applicable Bylaws;

b. A writing or writings signed by the specified majority; or

c. A combination of votes or written assent, provided that Members shall not change their vote or written assent after it is cast or delivered, and provided further that only those written assents executed within sixty (60) days before or thirty (30) days after a meeting may be combined with votes cast at such meeting to constitute the specified majority.

## ARTICLE 2

### Property Rights

Section 2.01. Easement in Common Area. There shall be conveyed to each of the associations certain reserves to be held as "Common Area", said term to describe such property held by each association, or both, as the context requires. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the Common Area described hereafter and hereby covenants for itself, its successors and assigns, that it will convey a fee simple title to the Common Area to the associations free and clear of all encumbrances and liens, except any current ad valorem or special assessment taxes. The associations shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement. The title to the Common Area shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be considered to be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not.

Section 2.02. Regulations. The respective associations shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the Members and all residents of the property subject to this Declaration.

Section 2.03. Description of Association Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "N", "O", "P" and Lots 5 and 6 of Block 4 Reflection Ridge.

The Common Area may be used for landscaping, irrigation, walks, entry monuments, mail box structures, walls, and utilities or other uses for the benefit of its Members which may be determined by the Association.

Section 2.04. Description of Master Association. The Common Area to be conveyed to the Master Association and the use thereof is as follows:

Reserves D, F, G, H, I, J, K, L, and M	Landscaping, walks, mailbox structures, walls, drainage, buffer zones, open spaces, entry monuments, irrigation construction and maintenance of public utilities.
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The Common Area may also be used for other uses for the benefit of the Members which may be determined by the Master Association. All Members in good standing, their families, and guests accompanying said Members shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Master Association, including the right to place limitations on the number of guests and the right to limit or exclude Members, their families, and their guests if the Members owning the Lot in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 2.05. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. The associations shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of their purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The associations shall have the right to suspend the rights of any member in connection with the Common Area for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 2.06. Appurtenant Easements. The recorded plat of the Addition reflects numerous easements designated as "5' Maint. & Access Esmt." Said easements are created for the benefit of certain lots in the addition to which they are adjacent. Each such lot benefited by such an easement is deemed a dominant lot and each such lot subjected to and burdened by such easement is deemed a servient lot.

Each easement on the servient lot is for the benefit of and appurtenant only to that lot which is immediately adjacent thereto and is deemed the dominant lot for the particular



easement. The owner of the servient lot is hereby granted and assigned the full right to use the easement on said servient lot as the owner of said lot; provided, however, the owner of the dominant lot is hereby granted and assigned the right of full ingress and egress to and from said easement and to come upon, across and along the easement for the sole purpose of repairing the improvements of the dominant owner constructed upon the dominant lot. The owners of the respective lots shall do nothing to interfere with the rights of the other granted hereunder. Said rights are intended and shall inure to and be binding upon the owners of each lot and their respective successors in interest and assigns.

The owner of the servient lot shall maintain the area covered by the easement and all improvements situated therein or thereon and shall indemnify and hold the owner of the dominant lot free and harmless from all loss, damage, or liability incident to the use by the dominant owner or by any permissive user of the easement, excepting, however, any loss, liability, or damage arising out of the negligence of the owner of the dominant lot.

### ARTICLE 3

#### Assessments

Section 3.01. Assessments. All of the Lots shall be subject to two annual assessment charges to be paid by the respective Owners thereof to the respective associations, annually, in advance on the 1st day of January, in each year. The respective Boards may permit the annual assessment charge to be paid either annually or semiannually. Notwithstanding the foregoing, Declarant shall not be obligated to pay any assessment for any Lot owned by Declarant until such time as a home has been erected thereon and is ready for occupancy.

Section 3.02. Determination of Assessments. Each year the Boards shall, prior to November 1, determine the total amount to be raised by their respective annual assessment charges for the next succeeding year. This sum so determined shall be divided by the total number of Lots, and each Lot shall be assessed an equal amount. Should either Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of their respective associations and care of the Common Area, or in the event of emergencies, the Boards shall have the authority to levy such additional assessments as they shall deem necessary.

Section 3.03. Master Association-Duties/Use of Funds. The assessment fund shall be used for such of the following purposes as the Master Association shall determine necessary and advisable: for improving and maintaining the Common Area

and other property of said association; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for collecting and disposing of garbage and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street signs, street lights, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of said association; for purchase of insurance; for doing any other thing necessary or advisable in the opinion of said association for the general welfare of the Members; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of said association; or for any other purpose within the purposes for which said association is incorporated.

Declarant may install a perimeter privacy wall along portions of the Addition and may install landscaping and sprinkler systems on either side thereof as Declarant may in its sole discretion determine. In the event of the installation of such wall, landscaping or sprinkler systems, the future maintenance, repair and replacement thereof and all monuments and logos, shall be the responsibility of said association, which shall further be responsible for the maintenance and care of those portions of the public right-of-way abutting the Addition lying between the traveled portions of the right-of-way and said wall or any platted lot lines. The same shall be maintained free from weeds and rubbish and otherwise comparable to other landscaped portions of Common Area in the Addition.

The Board shall be obligated to expend such portion of the assessment fund as shall be necessary in order to maintain the Common Area in a first class condition and shall not have the authority to reduce standards of maintenance below such level without the vote of two-thirds (2/3) of all Members of the Master Association.

Section 3.04. Morning Dew Addition Association-Duties/Use of Funds. The Morning Dew Addition Association shall enforce either in its own name or in the name of any Owner, all of the covenants, conditions, and restrictions imposed hereby as the same may be modified from time to time and shall perform all other duties and obligations of the Association as are otherwise provided for herein and are not otherwise specifically made the duty and obligation of the Master Association, including the maintenance of Reserves N, O, & P.

The Association shall have exclusive control of all lawns, plantings and sprinkler systems. No additional plantings nor flower or vegetable gardens shall be installed without the express written permission of the Board.

Section 3.05. Interest on Delinquent Assessments. All assessment charges which shall remain due and unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of fifteen percent (15%) per annum or at such other rate as established by the Board.

Section 3.06. Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charges shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby the mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the associations all charges provided for herein which were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by either association or its agent shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon said parties.

Section 3.07. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.08. Right of Associations to Enforce Payment of Assessment - No Offset. By the acceptance of title, each Owner shall be held to vest in the associations the right and power in their own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the associations be necessary or advisable for the collection of such charge or charges, and the associations shall have the right to sue for and collect a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. All assessments shall be payable in the amount specified and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the association or declarant is not properly exercising its duties and powers as provided in this Declaration.

Section 3.09. Maximum Annual Assessment.

a. The maximum annual total assessment for both the Association and Master Association (except for such

sums assessed pursuant to Sections 3.10, 3.11, and 3.12 hereof), for the calendar year ending December 31, 1988, shall be One Thousand Sixty Eight Dollars (\$1068.00) per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

b. The annual assessment for any year commencing after December 31, 1988, may be increased to an amount greater than that permitted by Subsection "a" of this Section only by an affirmative vote of two-thirds (2/3) of the vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

c. The Board may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section.

Section 3.10. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the associations may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 3.11. Reflection Ridge Golf Club Assessments. In order to help provide for a comprehensive neighborhood scheme and an integrally related community, Declarant has commenced development of a golf course adjacent to the addition. Said golf course will affirmatively contribute to the aesthetic and monetary values of the Addition and the Lots therein, and in order to assist in providing proper maintenance and care of the green spaces thereon, Declarant has provided for the additional assessment provided for herein.

In order to assist in providing for the proper maintenance and care of the green spaces located on the adjacent golf course property, there shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article 3 an additional amount determined as hereinafter provided, which amount shall be due and owing Reflection Ridge, Inc. owner of the adjacent golf course, its successors and assigns, to be utilized by it in maintaining

the landscaping and green spaces of the golf course; provided, however, that the provisions of this Section shall not apply to Declarant. Each Owner and the Association shall be bound by the provisions hereof as follows:

a. All sums paid by the Association to Reflection Ridge, Inc. (or any successor or assign) shall be used by Reflection Ridge, Inc. (or any successor or assign) to help defray the cost of maintenance and care of the landscaping and green spaces of the golf course, such maintenance and care to be performed by it at such times and in such manner as the said Reflection Ridge, Inc. (or any successor or assign), in its sole discretion, deems reasonable and appropriate.

b. The annual assessment payable to Reflection Ridge, Inc. its successors or assigns, shall be in the initial amount as set out in Subparagraph "e" hereof. Beginning with calendar year 1989, each annual assessment shall be increased pursuant to the "All Items Figure" of the 1978 revised Consumer Price Index-Urban Wage Earners and Clerical Workers-U. S. City Averages 1967 = 100) (the "BLS Index"), used by the Bureau of Labor Statistics of the United States Department of Labor, with the initial assessment being predicated on such figure as issued for the month of September, 1989. For each succeeding calendar year said assessment shall be in an amount equal to such assessment for the initial year multiplied by a fraction, the numerator of which shall be the BLS index figure for September of the preceding year, and the denominator of which shall be such figure for September, 1989. In no event, however, shall such amount be less than the initial amount. In the event the BLS index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage increase shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, by any other nationally recognized publisher of similar statistical information.

c. Nothing herein shall be construed as obligating Reflection Ridge, Inc. its successors or assigns, to continue the operation of the golf course; however, the obligation of the Association to pay said sums to Reflection Ridge, Inc. its successors or assigns, shall continue only so long as Reflection Ridge, Inc. its successors or assigns, shall maintain and operate said golf course. At such time as said property shall cease to be operated as a golf course, and such cessation shall continue for a period of more than six (6) months, then and in that event, the obligation of the Association to pay said sum shall terminate as of the date such golf course first ceased to be so operated.

d. Said assessment shall be levied and collected by the Association as a part of the assessment against each Lot as herein provided, or, alternatively, the Association may determine that the owners shall make said payment directly to Reflection Ridge, Inc., but the collection and payment thereof shall also be the binding obligation of the Association to Reflection Ridge, Inc. its successors and assigns, and any failure of any Owner to make payment of such Owner's assessment to the Association shall not diminish the Association's obligation to Reflection Ridge, Inc. its successors and assigns, for the full amount of such payment. This provision is for the benefit of Reflection Ridge, Inc. and its successors and assigns and may be enforced by it pursuant to law.

e. The initial annual assessment for calendar year 1989 shall be in the following amount with the obligation as to each Lot or dwelling unit to commence with the first full month after the month in which the golf course or any portion thereof is first opened for play, said assessment to be prorated on a monthly basis for a partial year.

Morning Dew zero lot  
line dwelling unit . . . . . \$72 per unit

f. A similar obligation to Reflection Ridge, Inc., its successors and assigns, shall be imposed upon all other residential additions of which Declarant is either owner or part owner and platted within any of the parcels located within the Reflection Ridge Community Unit Plan. The minimum initial annual assessment for calendar year 1989 as to any such additional Lots or dwelling units other than single family, detached, is as follows, the same to be prorated as aforesaid.

Duplex, fourplex,  
townhouse, condominium . . . . . \$36 per unit

Apartment units, being  
defined as 15 or more  
dwelling units per acre . . . . . \$14 per unit

Single family detached  
dwelling units . . . . . \$72 per unit

Section 3.12. Additional Assessments. In addition to the sums assessed pursuant to other Sections hereof, there shall be assessed against each Lot a fee in the amount of \$75 per year for seeding the Lot and thereafter mowing it periodically, which assessment shall commence as to each Lot the later of (a) the date of the sale thereof by Declarant or (b) the date the Declarant or the Association seeds such Lot, to the date of commencement of construction of a residence thereon. The amount of the seeding and mowing assessment may be increased by the Association from time to time due to actual or projected increases in the costs of providing the seeding and mowing services.

## ARTICLE 4

Covenants for Maintenance

Except for the obligations of the Association, each Owner (other than Declarant) shall keep all Lots owned by such Owner and all improvements therein or thereon in good order and repair, including, but not limited to, the painting (or other appropriate exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Design Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by the Board and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the property, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

## ARTICLE 5

Architectural Control

Section 5.01. Approval Required. No building, fence, wall, structure, projection from a structure, or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to (a) harmony of external design and location in relation to and effect upon surrounding structures, topography and the overall community design of the Addition; (b) the character of the exterior materials; and (c) the quality of the exterior workmanship, by the Design Committee (the "DC"), its agents, assignees, or successors. In the event the DC fails to approve

or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required, and this Article will be deemed to have been fully complied with. The applicant may appeal an adverse Design Committee decision to the Board of the Association, which may reverse or modify such decision by a two-thirds vote of those directors present and voting at a meeting at which a quorum is present.

The Design Committee may, subject to the approval of the Board of the Association, develop and promulgate policy guidelines for the application of the design review provisions in this Declaration. The policy guidelines shall include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered. The policy guidelines are intended to assist the Design Committee and the Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of said Board.

The provisions of Section 5.01 shall be applicable to the Declarant only with respect to Lots which are improved with buildings which are or have been occupied.

Section 5.02. Form of Plans and Specifications. Such plans and specifications shall be in such form and shall contain such information as may be required by the DC, but in any event shall include (a) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot or Lots (including proposed front, rear, and side set-backs) 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 (b) a grading plan for the particular Lot or Lots.

Section 5.03. Retention of Approved Plans and Specifications. Upon approval by the DC of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 5.04. Removal and Alteration of Structures; Lien.

a. If any structure shall be 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 DC pursuant to the provisions of this Article, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the DC, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

b. 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 same, the Association or the DC shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the DC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

c. In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate of fifteen percent (15%) per annum, or such other rate as is established by the Board, shall be fully paid, the Association or the DC shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit, and said Affidavit

shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the preexisting lien has been fully and completely released and discharged.

d. In the event of any transfer, sale, or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

Section 5.05. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the DC, it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure, and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and, as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which the DC exercises any discretionary or interpretive powers.

Section 5.06. Right of Inspection. The Association or any of its agents 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 DC, 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.

Section 5.07. No Liability. Neither the DC, Declarant, the Association, nor any officer, director, member, agent, or employee thereof, shall be 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 or functions under this Article.

Section 5.08. Membership. The original members of the DC shall be three persons to be appointed by Declarant. Upon the death or resignation of any member of the DC, Declarant shall

appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Board of the Association shall have full authority to designate a successor. The act of a majority of the committee shall be binding and the majority of the committee may designate a representative to act for it. Declarant shall retain its rights hereunder until the same are relinquished to the Association. Declarant may relinquish its rights or any portion thereof under this paragraph to the Association by advising the Association in writing of its intent to do so and in such event, the Association shall have the authority of Declarant under this paragraph, and Declarant shall relinquish such rights at such time as Declarant shall cease to own any Lots in the Addition.

Section 5.09. Fee for Architectural Review. Each Owner may be required to pay a fee to the Association as a condition to approval of any change in the existing state of any property to cover costs and expenses in reviewing and commenting on proposals for changes thereto by the DC. The amount of the fee, if any, shall be established by the Association and shall be set forth in the standards of the DC in effect from time to time. Such fee shall not be in excess of \$250 with respect to any one proposed change in connection with the original construction of a residential structure and shall not exceed \$50 for modification of a residential structure or any other type of proposed change, provided said amounts may be increased by a percentage no greater than the percentage increase in the Consumer Price Index for All Urban Consumers established by the Bureau of Labor Statistics of the United States Department of Labor, effective January, 1978 (or, if issuance of such Consumer Price Index is discontinued, as measured by any comparable, recognized cost-of-living index). Any such increases shall be established by the Association to reflect the increase in the Consumer Price Index between January, 1988 and January of the year in which the increase is to be effective.

## ARTICLE 6

### General Covenants and Restrictions

Section 6.01. Structures. No previously approved structure shall be used for any purpose other than that for which it was originally designed.

Section 6.02. Division of Lots. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

Section 6.03. Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the

surface of the ground on any Lot, and no external or outside antennas of any kind including satellite receiving antennas may be so maintained upon any lot.

Section 6.04. Vehicles and Parking. No boat, boat trailer, house trailer, camper, camper trailer, recreational vehicle, pickup truck, or similar item shall be stored or permanently, continually, or regularly parked in and on any street, the Common Area, or in the open on any Lot or driveway. All other vehicles shall be parked in the garage and not continually parked on a regular basis in the street or driveway. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on any Lot. Vehicle repairs other than ordinary light maintenance are not permitted on any Lot.

Section 6.05. Fences. No fence shall be constructed or maintained on any Lot except for privacy fences immediately adjacent to patios which are appurtenant to a home.

Section 6.06. Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 6.07. Rights of City of Wichita; Offstreet Parking Requirement. Reserves "N", "O", and "P", inclusive, in said Addition have been designated as "Common Area" and are to be conveyed to the Association which shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. In the event the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon the Association setting forth the manner in which the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should Declarant 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 Wichita City Council 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.

Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, including garages and driveway.

Section 6.08. Trees. No tree having a diameter of three (3) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Association. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife in the Addition. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 6.09. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted in the Addition 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 and other animals shall be kept on a leash when outside the residence site and on the Common Area. Dogs and other animals shall not be allowed to trespass on the adjacent golf course whether on leash or not. No dog runs shall be permitted. No dogs shall be continually or regularly chained or staked in any front or side yard. All animals shall be kept inside the home at night and Owners shall control emitted noises (e.g., barking, howling, etc.) at all times to provide quiet enjoyment for all Owners.

Section 6.10. Signs. Declarant may erect such signs as it deems appropriate without any approval, but otherwise, no sign or other advertising device of any nature shall be placed upon any Lot or Common Area, except real estate "For Sale" signs approved by the Architectural Control Committee as to aesthetics. The Association may remove non-conforming signs upon three (3) days notice to the Owner, such removal to be at the cost of said Owner.

Section 6.11. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 6.12. No Storage; Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. Furthermore, the Association may require all Owners to utilize one single trash service contractor in order to arrange service on specific days with a minimum number of trucks, thereby preserving the streets, and to establish conformity. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

Section 6.13. Pipes. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 6.14. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and bicycle paths, if any, located in the Common Area. Garage doors which face on a street shall be kept closed at all times except for purposes of entry, exit, or maintenance.

Section 6.15. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 6.16. Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 6.17. 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 Association. The Association, 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 Association, to be compatible with a high quality residential neighborhood.

Section 6.18. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

Section 6.19. 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 of a private residence.

Section 6.20. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, the Reflection Ridge Community Unit Plan, applicable zoning regulations, and this Declaration, the most restrictive thereof to control in the event of any conflict.

Section 6.21. Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which shall be nearer than twenty (20) feet to the front property line, zero (0) feet on the blank wall side, twelve (12) feet on the habitable portion of the building (this setback can be reduced to ten (10) feet for the garage only), or nearer than ten (10) feet to the rear boundary line when adjacent to open space and twenty (20) feet when not adjacent to open space; provided, that the foregoing set-back requirements shall not be applicable to any improvement,

building, or structure constructed below the surface level of the ground, or to swimming pools constructed in the ground, or to any tennis courts, paddle tennis courts, or similar sports surfaces constructed at ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any lighting equipment in such areas.

Section 6.22. Golf Course; No Trespass. Owners, their families and guests shall not trespass on the adjacent golf course property. Further, in order to prevent injury to children, owners shall take all necessary action to prevent children from playing on or straying onto the golf course.

Section 6.23. Occupancy of Residential Structures. No residential structures on any Lot shall be used or occupied by more than a single family, its servants and occasional guests.

Section 6.24. Basketball Backboards. Basketball backboards will not be permitted.

Section 6.25. Boating. No boat, raft, canoe, or surfboard shall be operated upon any of the lakes or bodies of water in the Addition without the prior written approval of the DC, and if such approval is granted, such operation shall conform to all rules and regulations promulgated by such Committee for such use.

Section 6.26. Swimming, Fishing, Ice Skating. There shall be no swimming or wading in any of the lakes or waterways within the Reflection Ridge Development. Ice Skating, sledding or walking thereon when the water is frozen are also prohibited. Fishing in the lakes or waterways will be permitted, subject to the Rules and Regulations of the associations and the Reflection Ridge Golf Club, as appropriate.

Section 6.27. Entrance Treatments; Walls. Declarant hereby reserves the right and easement, in its sole discretion and at its own expense, to construct or install (whether before or after transfer of title to Owners) entrance treatments, fences and/or walls, of Declarant's own choice, type and design, on the perimeter of side yards and/or backyards (beyond the building set-back lines) on Lots selected by Declarant. The Association is hereby granted a perpetual, non-exclusive easement to enter upon any Lot on which there is situated an entrance treatment, fence or wall installed or erected by Declarant and to maintain, improve, repair and/or replace the same.



Section 6.28. Outdoor Recreational Improvements. No permanent outdoor recreational improvements, facilities or equipment shall be permitted, except with the specific written consent of the DC.

Section 6.29. Christmas Lights. No Christmas lights shall be lit before Thanksgiving and shall be taken down not later than March 15 of the following year.

Section 6.30. Mail Boxes. All mail boxes to be of uniform style. The location as well as style and material must be approved by design committee.

Section 6.31. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the Reflection Ridge Community Unit Plan, applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall be taken to govern and control.

## ARTICLE 7

### Enforcement

The associations, Declarant, or any Owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the associations, Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The associations shall have the right to include in their claim for relief a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing the associations' rights hereunder.

## ARTICLE 8

### Additional Land

Declarant may, from time to time, annex additional real property, including additional Common Areas, to the property covered by this Declaration, and thereby subject the same to all of the terms, provisions, and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that ten (10) year period commencing with the date of

the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Association entitled to vote.

#### ARTICLE 9

##### Power of Assignment and Delegation

Declarant shall have the right and power to assign and delegate to the respective associations, or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority contained in this Declaration.

#### ARTICLE 10

##### Severability

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

#### ARTICLE 11

##### Amendment

Section 11.01. Covenants Running With the Land. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 11.02. Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers management of the property to the Association shall become effective when approved in writing by Declarant and recorded in the office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that such amendment shall not materially affect any rights of any then existing mortgage holders or lot owners.

Section 11.03. Amendment; Other. Amendments to this Declaration other than those provided for in Section 11.02 shall be proposed and adopted in the following manner:

a. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.

b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by the owners of not less than two-thirds of the votes in the addition. Such votes may be cast in person or by proxy as provided for herein and in the bylaws of the Association.

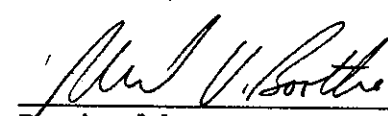
c. Master Association. Notwithstanding the foregoing, any amendment affecting the rights and duties of the Master Association shall be voted upon only by the Members of the Master Association, pursuant to the provisions of this Article 11.

d. Approval Required. Notwithstanding anything else in this Article 11 to the contrary, Section 6.07 shall not be amended without the prior approval of the Wichita City Council and Section 3.10 shall not be amended without the prior approval of Reflection Ridge Golf Club, its successors or assigns.

e. Recording. A copy of each amendment provided for in this Section shall be certified by the Board of the Association as having been duly adopted and shall be effective when filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 24 th day of May, 1988.

REFLECTION RIDGE, INC.,  
a Corporation

By   
Reginald V. Boothe, President

ACKNOWLEDGMENT

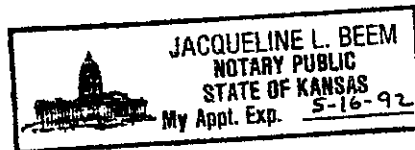
STATE OF KANSAS )  
 ) SS:  
 SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 24th day of May, 1988, before me, a notary public within and for the County and State aforesaid, came Reginald V. Boothe, President of Reflection Ridge, Inc., a corporation, who is personally known to me and known to me to be the same person who executed the foregoing Declaration of Covenants, Conditions, and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as President of Reflection Ridge, Inc., for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the date last above written.

*Jacqueline L. Beem*  
 Notary Public

My Appointment Expires:  
May 16, 1992



Approved / Accepted By City Council

This JUN 7 1988

RESTRICTIVE COVENANT

This covenant, executed this 2<sup>nd</sup> day of May, 1988.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be know as Morning Dew Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the City of Wichita regarding off-street parking and restriction of lot owner use of "street, drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Morning Dew Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions.

1. There shall be provided for each dwelling unit located on any of the following described lots, a total of not less than four off-street parking places for automobiles which may include garages and driveways, to wit:

Lots 1 through 9 inclusive, Block 1.

2. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the 32-foot street being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any plantings proposed within this easement shall be reviewed by the City Forestry Division prior to installation. Any change of grade is prohibited.

This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

EXECUTED the day and year first above written.

REFLECTION RIDGE, INC.

Reginald V. Boothe, PRESIDENT  
Reginald V. Boothe

STATE OF KANSAS } ss  
SEDGWICK COUNTY }  
FILED FOR RECORD AT

8:00 AM

JUN 30 88 0955550

PAT KETTLER  
REGISTER OF DEEDS

*Ed R... Deputy*

6-00cA

city clerk

STATE OF KANSAS )  
 ) SS  
COUNTY OF SEDGWICK )

Be it remembered that on this 2nd day of May, 1988, before me, a notary public in and for said state and county, came Reginald V. Boothe, President of Reflection Ridge, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same for and on behalf and as the act and deed of said corporation, in testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Charlene A. Stilwell, Notary Public  
CHARLENE A. STILWELL  
My appointment expires 11/30/91



STATE OF KANSAS } 59  
SEDGWICK COUNTY }

AMENDMENT TO DECLARATION

OF

Oct 28 11 17 AM '90

MORNING DEW ADDITION

BILL MEEK  
REGISTER OF DEEDS

THIS AMENDMENT is made as of this 21<sup>st</sup> day of September, 1993 and amends that certain Declaration of Morning Dew Addition recorded May 31, 1988, at Film 970, Page 1038, which Declaration covers that certain real property legally described as: Lots 27 through 44, Block 1 and Lots 1 through 4 and Lots 7 through 9, Block 4, Reflection Ridge, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"), part of which has been replatted as Morning Dew Addition.

The undersigned, pursuant to the provisions of Article 11 of said Declaration, hereby certifies that the following amendments to the Declaration were duly adopted pursuant to the provisions of said Declaration.

Section 3.04 of said Declaration is hereby amended to add the following:



The Association shall be responsible for the exterior painting or other appropriate exterior care of all buildings located on the Lots including gutters and downspouts. There may be included in the assessments levied against each Lot such amount as is reasonably determined by the Board as appropriate to defray the future cost of painting and otherwise so caring for such improvements. Each Owner shall be obligated to pay the difference of the actual cost of such maintenance. In the event that the portion of the assessments previously allocated to such costs shall be insufficient to pay for the entire cost, the Board shall have the right to immediately assess each owner such amount as is necessary to pay for all such costs and such amounts shall be immediately due and owing from such owner.

Article 4 of said Declaration is hereby amended to read as follows:

Covenants for Maintenance


Except for the obligations of the Association, each Owner (other than Declarant) shall keep all Lots owned by such Owner and all improvements therein or

100  
Ch. J.K. Linnebur  
2436 Morningdew  
67205

thereon in good order and repair, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Design Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by the Board and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saying and excepting only such liens for taxes and other public charges as are by applicable law made superior.

All other provisions of the Declaration are hereby deemed amended to conform with the forgoing and otherwise said Declaration shall remain in full force and effect pursuant to its terms.

This Amendment executed as of the date first above written.



\_\_\_\_\_  
President, Morning Dew Addition  
Owners' Association





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PLM | 84 | PAGE | 470

AMENDMENT TO Declaration  
OF  
MORNING DEW ADDITION

THIS AMENDMENT, is made as of this 11 day of August, 1998 and amends that certain Declaration of Morning Dew Addition recorded May 31, 1988, at Film 0970, Page 1038, which Declaration covers that certain real property legally described as: Lots 27 through 44, Block 1, and Lots 1 through 4, and Lots 7 through 9, Block 4 Reflection Ridge, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"), part of which has been replatted as Morning Dew Addition.

The undersigned, pursuant to the provisions of Article 6 of said Declaration, hereby certifies that the following amendments to the Declaration were duly adopted pursuant to the provisions of said Declaration.

Article 6 of said Declaration is hereby amended to add the following:

Section 6.32. Landscaping



1. All original trees and shrubs will be maintained by the Association.
2. Homeowners are required to submit written requests to the Board and obtain written approval from the Board before adding any plants or physical features to yards or house structures. This does not include planter boxes, flower pots or patio ornaments displayed tastefully.
3. Original trees and shrubs will be replaced by the Association only when dead or terminal. Replacement cost is not to exceed the cost of a like tree measuring 3 inches in diameter measured 2 feet above the ground.
4. Trees and shrubs added by Homeowners, after Board approval, will be maintained only to the extent of routine maintenance. Trimming and pruning beyond the norm is the responsibility of the Homeowners. Replacement of these trees and shrubs, should they die, is the responsibility of the Homeowners.
5. Ground cover plants and flowers will not be maintained nor replaced by the Association.
6. Vegetable gardens are not permitted.

All other provisions of the Declaration are hereby deemed amended to conform with the foregoing and otherwise said Declaration shall remain in full force and effect pursuant to its terms.

J. R. Linnebur  
2436 Morning Dew  
67205  
8-20 CA

This amendment executed as of the date first above written.

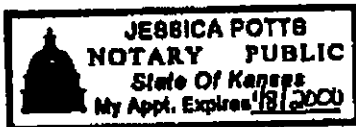
*James R Linnebur*  
James R Linnebur  
President  
Morning Dew Association

ACKNOWLEDGMENT

STATE OF KANSAS )  
                  ) SS:  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 17<sup>th</sup> day of August, 1998, before me, a notary public within and for the county and State aforesaid, came James R Linnebur, President of Morning Dew Association, who is personally known to me and known to me to be the same person who executed the foregoing Amendment, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before his authority to execute the same as President of the Morning Dew Association, for and on behalf of and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the date last above written.



*Jessica Potts*  
Notary Public

My appointment expires: 1/8/2000

STATE OF KANSAS ) SS  
SEDGWICK COUNTY )

Oct 28 11 26 AM '98

BILL MEEK  
REGISTER OF DEEDS

*Debra M. Kiehn*  
Deputy





AMENDMENTS TO DECLARATION  
OF  
MORNING DEW ADDITION

*Wichita  
Deputy*

THESE AMENDMENTS, are made as of this second day of December, 1999 and amends that certain Declaration of Morning Dew Addition recorded May 31 1988, at film 0970, Page 1038, which Declaration covers that certain real property legally described as: Lots 27 through 44, Block 1, and Lots 1 through 4, and Lots 7 through 9, Block 4 Reflection Ridge, an addition to Wichita, Sedgwick County, Kansas (the "Addition"), part of which has been replatted as Morning Dew Addition.

The undersigned, pursuant to the provisions of Article 11 Amendment of said Declaration, hereby certifies that the following amendments to the Declaration were duly adopted.

Article 2:

Section 2.03 Description of Association Common Area of said Declaration is hereby amended to delete the following:

Reserves "N", "O", "P" and Lots 5 and 6 of Block 4 Reflection Ridge.

Section 2.04 Description of Master Association of said Declaration is hereby amended to add the following:

Reserves "N", "O", "P".

Article 6:

Section 6.32 Landscaping of said Declaration is hereby amended and restated as follows:

1. Trees and shrubs will be maintained by the Association.
2. The cost of replacing trees and shrubs shall be the responsibility of the Homeowners.
3. Homeowners are required to submit a written request to the Board and obtain written approval before adding any plants or physical features to yards or house structures. This does not include planter boxes, flower pots or patio ornaments displayed tastefully.
4. Trees and shrubs added by Homeowners, after Board approval, will be maintained to the extent of routine maintenance. Trimming and pruning beyond the norm is the responsibility of the Homeowners.
5. Ground cover plants and flowers will not be maintained by the Association.
6. Vegetable gardens are not permitted.

STATE OF KANSAS } SS  
SEDGWICK COUNTY }

Dec 8 11 32 AM '99

BILL MECK  
REGISTER OF DEEDS

*Return to Jim Lunn  
2436 Morning Dew  
Wichita 67205*

*800  
CA*





Sedgwick County  
Register of Deeds - Tonya Buckingham

Doc.#/Flm-Pg: 30164048

Receipt #: 2314374  
Pages Recorded: 4

Recording Fee: \$72.00

Authorized By: *Tonya Buckingham*

Cashier: epage  
Date Recorded: 05/17/2022 12:42:29 PM



**Please do not remove this cover page, it has become part of this document**

Grantor	MORNING DEW HOA
Grantee	MORNING DEW ADDITION
Type of Document	PLAT.RCA
Recording Fees	\$72.00
Mtg Reg Tax	\$0.00
Total Amount	\$72.00
Return Address	MORNING DEW HOA

**AMENDMENT TO DECLARATION  
OF  
MORNING DEW ADDITION**

THIS AMENDMENT is made as of this 11<sup>th</sup> day of May, 2022, and amends that certain Declaration of Morning Dew Addition recorded May 31, 1988, at Film 970, Page 1038, which Declaration covers that certain real property legally described as: Lots 27 through 44, Block 1 and Lots 1 through 4 and Lots 7 through 9, Block 4, Reflection Ridge, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"), part of which has been replatted as Morning Dew Addition.

The undersigned, pursuant to the provisions of Article 11 of said Declaration, hereby certifies that the following amendments to the Declaration were duly adopted pursuant to the provisions of said Declaration.

Section 6.23 of said Declaration is hereby deleted in its entirety and replaced with the following:

"Section 6.23. Occupancy of Residential Structures and Limitations on Leasing.

(a) No unit on any Lot shall be used or occupied by more than three adults (unless all adults are Immediate Family Members as that term is defined below), and the maximum occupancy of any unit in the Addition shall be two persons per bedroom.

(b) No Owner shall lease, let, or rent such Owner's unit to anyone other than an Immediate Family Member unless the Owner simultaneously occupies his or her unit as his or her primary residence during the entire tenure of the non-Owner occupant's residency. If the unit is leased, let or rented to an Immediate Family Member, it shall not be for a term of less than six months. However, no short-term lease or rental (such as nightly, weekly or monthly) shall be allowed in any unit regardless of whether the Owner simultaneously occupies the unit.

(c) In the event that an Owner dies and leaves behind an Immediate Family Member who is not an Owner, but who was occupying the deceased Owner's unit at the deceased Owner's time of death pursuant to paragraph (b) above, the Association will recognize any legal rights granted to such Immediate Family Member, whether by will, trust, statute, or otherwise, and such Immediate Family Member may continue to occupy the deceased Owner's unit until legal determination of such Immediate Family Member's rights to the property has been made. Any non-Owner Immediate Family Member who continues to occupy a unit after the death of the Owner must comply with all terms and provisions of this Declaration and shall be granted all rights and responsibilities set forth herein, except the right to vote (which right shall remain with



the deceased Owner's estate), until such time as the Immediate Family Member either becomes an Owner or legal determination is made that the Immediate Family Member will not inherit the deceased Owner's unit. Any non-Owner Immediate Family Member who continues to occupy a unit after the death of the Owner must promptly and diligently pursue determination of his or her legal rights to ownership of the deceased Owner's Lot and unit. Nothing contained in this Section 6.23 shall be construed to abrogate or restrict any deceased Owner's estate from exercising control over any unit, including the occupants therein.

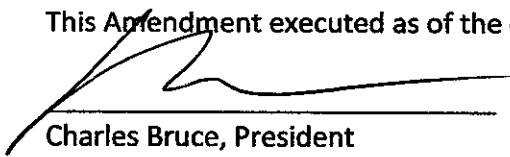
(d) For purposes of this Section 6.23, "Immediate Family Member" shall mean an Owner's spouse or life partner, parents and stepparents, and children (including stepchildren, adopted children, and foster-children). Furthermore, the term "unit" as used in this Section 6.23 shall mean "any house, townhouse, condominium, or other residential structure built upon a Lot and used as a residence."

(e) By the acceptance of or retention of title to any Lot encumbered by this Declaration, each Owner grants to the Association the right and power, in its own name or in the name of such Owner, to serve any tenant or occupant in violation of this Section 6.23 with a three-day notice to vacate and to file a forcible detainer action seeking eviction of the tenant or occupant.

(f) Any exception request to this Section 6.23 must be submitted to the Board of Directors for the Association with sufficient detail regarding the situation to be considered including any undue hardship. "

All other provisions of the Declaration are hereby deemed amended to conform with the forgoing and otherwise said Declaration shall remain in full force and effect pursuant to its terms.

This Amendment executed as of the date first above written.



Charles Bruce, President  
Morning Dew HOA

ACKNOWLEDGMENT

STATE OF KANSAS  
SEDGWICK COUNTY

BE IT REMEMBERED, that on this 11<sup>th</sup> day of May, 2022, before me, a notary public within and for the County and State aforesaid, came Charles Bruce, President of Morning Dew Homeowners Association, a corporation, who is personally known to me and known to me to be the same person who executed the foregoing Amendment, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as President of Morning Dew Homeowners Association, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the date last above written.

Adam Gauthier  
Notary Public

My appointment expires: 8-4-25

