

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BRADFORD ADDITION

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR BRADFORD ADDITION ("Declaration") originally made by 3 A H Inc., and modified this 1st day of May 2003, by the Association.

WITNESSETH THAT:

WHEREAS, Bradford Homeowners' Association deems it desirable to adopt and establish covenants. Condition and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; and

WHEREAS, Bradford Homeowners' Association deems it desirable for the efficient preservation of the value, desirability and attractiveness of the Property, pursuant to the provisions of this Declaration, to create a corporation to which may be delegated and assigned the powers of maintaining and administering the Common Area, administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing funds pursuant to the assessments and charges hereinafter referred to; and

WHEREAS, Bradford Homeowners' Association, a nonprofit corporation, will be incorporated under the laws of the state of Kansas for the purpose of exercising some of the powers and functions aforesaid; and

WHEREAS, Bradford Homeowners' Association will convey title to all of the Lots in the Property described below, subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE Bradford Homeowners' Association 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.

ARTICLE I

DEFINITIONS

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

1.01 "Association" shall mean and refer to Bradford Homeowners' Association, a nonprofit corporation to be incorporated under the laws of the State of Kansas, its successors and assigns.

1.02 "Board" shall mean and refer to the Board of Directors of the Association.

1.03 "Common Area" shall mean those portions of the Property to be owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be conveyed to and owned by the Association is described as follows;

Reserves A and B in Bradford South.

Reserves A, B, C, D, E, and G of Bradford North.

Reserves A and B of Bradford North 2nd Addition.

1.04 "Lot" shall mean and refer any parcel of the Property as shown on the recorded plat(s) and identified therein as a lot or site upon which there may be or currently is constructed an owner occupied single family residence. It shall not mean or include any part of the Common Area. 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 home site, shall be deemed to be one "Lot" for the purpose of this Declaration, including but not limited to, voting rights, liability for assessments, and applicability of rules.

1.05 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.06 "Owner" shall mean and refer to the record owner, whether one or more persons, who own fee simple title to a Lot which is a part of the Property, or own that estate or interest with respect to a Lot which is most nearly equivalent to fee simple title. It shall include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

1.07 "Property" shall mean and refer to all of the property contained within the Association and described as: Bradford South Addition; Bradford North Addition; Bradford North 2nd Addition; and Bradford North 3rd Addition, Block 1, Lots 1, 2, and 3 only; as recorded with the Sedgwick County Clerk.

1.08 "Structure" shall mean and refer to 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, swimming pool, tennis court, clothesline, radio or television antenna, fence, curbing paving, wall more than two (2) feet in height, signboard or any temporary or permanent improvement to such Lot. "Structural" shall also mean (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 of more than six (6) inches from that existing at the time of purchase by each owner.

1.09 "Initiation Fee" shall mean and refer to the initial fee to the working capital of the Association as referred to in Article IV paragraph 4.02.

1.10 “Lake Lots” shall refer to Lots which border on Reserve B in Bradford South Addition, Reserve D in Bradford North Addition, and Reserve A in Bradford North 2nd Addition, as recorded with the Sedgwick County Clerk.

1.11 “Stored” shall be defined as being uncoupled or unhitched from the towing vehicle with the intent of leaving the trailer, etc. in place outside of the garage confines until next use period.

1.12 “Transfer Fee” shall mean and refer to the fee paid when an existing home and/or property is acquired in Bradford Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

2.02 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.
- (B) Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessments are due and unpaid.
- (C) The Board may adopt such Bylaws, consistent with the terms hereof, the Articles of Incorporation of the Association 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.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

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

- (A) The right of the Association to limit the number of guests of Members.
- (B) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area, including but not limited to the recreational facilities thereof,
- (C) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage the Common Area; provided that the rights of such mortgagees shall be subordinate to the rights of the Members;
- (D) The right of the Association to suspend the use of the Common Area and any recreational facilities thereon by a Member and his family for any period during which any period assessment against his Lot remains unpaid and delinquent;
- (E) To charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;
- (F) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided that such dedication or transfer shall not be effective unless authorized by a majority of Members present at a specially convened meeting called for such purpose; and
- (G) The restrictions contained herein.

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

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

ARTICLE IV

COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.01 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operation, maintenance, care and improvement of the Common Area, and to afford the Association the means and resources necessary to carry out its duties and functions or the Association shall have the right, in each year, assess against each Lot in the Property a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof. The annual general assessment shall be \$250.00 (as of October 2002, subject to change).

When an assessment is to be made hereunder, the Association will notify all owners stating the amount of the assessment and when payment is due; provided, in no event shall payment be due sooner than sixty (60) days following the notice of such assessment is mailed by the Association.

4.02 Basis and Operating Fund. 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.

Each new owner acquiring a Lot from a member of the Association, shall pay to the Association, at the closing of acquisition, such sum as may be required by the Association in the form of an Initiation Fee/Transfer Fee to the working capital of the Association. Such payment shall be in the amount of \$150.00 (as of October 2002, subject to change).

4.03 Limitations on General Assessments.

- (A) The maximum annual general assessment may be increased for any subsequent year, to an amount which is not more than 30% compounded above the annual assessment for the previous year, without a vote of the membership of the Association.
- (B) The annual assessment for any year may be increased to an amount greater than that permitted by subsection (A) of this Section 4.03 only by an affirmative vote of two-thirds of the vote of the Members in attendance, who are voting in person or by official mail in ballot as provided by the Board.
- (C) The Board may fix the annual assessment at any amount not in excess of the amounts permitted hereunder.

4.04 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 for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and contemplated hereunder. No such special assessment shall be valid unless two-thirds of the Members present, in person or by proxy, at the meeting vote for it. Any special

assessments shall become a lien against each Individual Lot at the time of such assessment in the same manner otherwise provided for in this Article.

Further, the Association shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner or such Lot to the Association for any breach by such owner of any of the provisions of this Declaration, which breach shall result in an expenditure by the Association for repair or remedy.

Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at the prevailing legal rate.

4.05 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, including reasonable attorneys' fees and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided for in this Declaration and the Articles of Incorporation 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.

4.06 Assessments and Lien; 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 a lien on the Lot and shall so continue until the amount of said charge and assessment, together with all costs, penalties and interest as herein provided, has been fully paid or otherwise satisfied.

4.07 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and 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 penalties 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, penalties and costs 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.

4.08 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. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

4.09 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 if 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.

4.10 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each owner of each Lot, by the acceptance of a deed thereafter, 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 or special assessment levied against such Lot in each calendar quarter during any part of which such Owner holds title to such Lot.

4.11 Interest and Delinquent Assessments. All assessment charges which remain due and unpaid thirty (30) days after the same are due shall thereafter be subject to interest at the rate of fifteen (15%) percent 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.

ARTICLE V

USE, OCCUPANCY AND CONDUCT RESTRICTIONS

5.01 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 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 Common Area.

5.02 Construction Requirements. Unless approval is otherwise granted by the Architectural Committee, the following construction requirements shall be complied with:

Exterior walls of all buildings, Structures and appurtenances thereto constructed on any Lot shall be of brick, stone, shingles, wood or vinyl siding, glass, glass blocks or any

combination thereof All window frames shall be of wood or vinyl, except in basement windows. A single story family residence or dwelling, exclusive of basements, porches and garages, shall not be less than (1,000) square feet of floor area. A multiple story family residence or dwelling (including split-level, tri-level and quad-level homes) shall not be less than (1,400) square feet of floor area, exclusive of basements, porches, and garages. Each residence or dwelling shall, unless otherwise approved by the Architectural Committee, include a (concrete basement) which shall contain a floor area comprising at least eighty percent (80%) of the floor contained in the non-basement portions of such residence or dwelling, exclusive of porches and garages.

5.03 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 proclaimed, 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.

5.04 Damage to Common Area, Etc., 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 Common Area or the residence or Lot of any other Owner.

5.05 Single-Family Residences; Fences; Entrance Treatments. No building shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration, 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 Architectural Committee. It is intended that no prefabricated outbuildings will be permitted to be constructed on the Lot. No fence may be constructed or installed on a Lot, other than one made of wrought iron and/or wood. The fence must not exceed six feet in height and shall be of a style and type approved by the Architectural Committee. Wood fencing for Lake Lots is not to extend past the back edge of the deck or 12 feet past the back edge of the house, whichever is less. Fencing for Lake Lots must be built with the intent of not blocking views of the lake.

5.05a Dog Runs. The use of fencing other than wrought iron and/or wood for the construction of a dog run is prohibited. (Refer to sections 1.08 and 5.02).

5.06 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 Architectural Committee.

5.07 No Storage, Trash. No trash, ashes, dirt, rock, grass, or other yard 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 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. Trash carts shall be placed by curb no sooner than the day before collection and removed from front of house day of collection.

5.08 No Businesses Allowed. The following home occupations are hereby approved: residential home building contractors; sales representatives; child care; hair dressers; and Realtors, so long as insubstantial traffic (that is, except in circumstances otherwise determined by the Board to be appropriate due to applicable parking limitations no more than four vehicles parked at the residence by visitors at any one time) is associated with such activities. All other home occupations or businesses require Architectural Committee Approval. No business sign allowed as stated in 5.12.

5.09 Temporary Buildings. Except as authorized by the Architectural Committee, no basement, tent, shack, garage, barn or outbuilding erected on a building site 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 House: 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 building site subject to this Declaration.

5.11 Animals. No birds, animals or insects, except dogs, cats or other household pets, shall be kept or maintained on any Lot. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property without the express written consent of the Architectural Committee. The Architectural Committee 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.

5.12 Signs. Except as authorized by the Architectural Committee, and except for those installed by Association, 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 and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall not be more than ten (10) square feet in size and may be used 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. This does not include garage/yard sale signs, which must be removed immediately after sale.

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. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any corner. Trees, shrubs and other plants which die shall be promptly removed from the Property.

5.14 Antennas. Except as authorized by the Architectural Committee, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no

Owner shall erect any Structures, either permanent or temporary, upon any of the Common Area. Small satellite antenna will be allowed.

5.15 Trailers. Except as authorized by the Architectural Committee, no automobile, truck, semi tractor or trailer, motorcycle, motorbike, boat, horse trailer, boat trailer, or trailer or any other vehicle of any type or description may be Stored upon any of the Common Area, nor may any boat, boat trailer, horse trailer, semi tractor or trailer, camper, camper trailer or similar items be stored in the open on any Lot.

5.16 No Joyriding. Except as otherwise authorized by the Architectural Committee, motor scooters, minibikes, ATVS, motorcycles, or similar vehicles shall be operated for transportation only, and no joyriding on the streets, any Lot or the Common Area shall be allowed except on a designated bike or cycle trail, if any. No motorized vehicles will be allowed on walkways.

5.17 Requirement to Keep Lot in Good Order and Repair. Each Owner shall keep all Lots owned by him, 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 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. If, in the opinion of the Architectural Committee, any owner fails to perform the duties imposed by the preceding sentence, the Architectural Committee, after approval by a two-thirds decision, and after fifteen (15) days written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements, and the cost thereof shall be a binding personal obligation of such Owner, and the Architectural Committee may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

5.18 Division of Lots Prohibited. Except as authorized by the Architectural Committee, no platted Lot or building site shall be divided into more than one building site for one dwelling.

5.19 Trees. Except as authorized by the Board, no tree having a diameter of six (6) 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 Board, other than those which are diseased or materially damaged. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization.

5.20 Requirement to Plant Lawn, Etc. As soon as practicable after completion of a dwelling on a Lot, the owner thereof shall plant a lawn and at least six (6) perennial shrubs and/or bushes and at least three (3) trees, of suitable size. Dead trees and shrubs must be removed promptly.

5.21 Drainage. Prior to commencement of construction of improvements, the Owner of each Lot shall cause such lot to be graded so as to strictly comply with drainage guidelines, standards and plans concerning water drainage from such Lot to other Lots and/or Common Area, as such guidelines, standards and plans are established prior to the commencement of such construction by the City of Wichita or the Architectural Committee. No stream or water drainage facilities, natural or erected, shall be disturbed. No fence shall be constructed that will impede the natural flow of water or be inconsistent with our lot drainage plan.

5.22 Boating. No boat, raft, canoe or surfboard shall be operated or Stored upon any body of water within the Common Area without the prior written approval of the Architectural Committee and, if such approval is granted, such operation or storage shall conform to all rules and regulations proclaimed for such use; provided, approval is hereby given for the use of non-motorized canoes, paddleboats, rowboats and sailboats that are acceptable, in the sole discretion of the Architectural Committee from time to time, in size, construction and appearance.

5.23 Boat Docks. No private docks, piers, moorings, boathouses, slips or similar structures may be erected on or adjacent to any Lot.

5.24 Fishing. Fishing in any body of water within the Common Area will be permitted at such times and at such places as may be determined by the Architectural Committee pursuant to rules and regulations proclaimed from time to time concerning such use. All fishing will be Catch and Release with no fish taken from the ponds. For the purpose of increasing fish population all hooks and lures shall have barbs filed off or removed.

5.25 Play Equipment. Children's play yard equipment shall be confined to the rear yard. This includes but is not limited to swing sets, jungle gyms, play houses, trampolines, etc.

5.26 Occupancy of Single-Family Residences. No Single-Family Residences or Structure on any Lot shall be used or occupied by more than a single family, its servants and occasional guests. No Single-Family Residences or Structure shall be offered for rental, unless otherwise approved by the Board.

ARTICLE VI

THE ASSOCIATION

6.01 Powers and Duties.

- (A) The Association shall have the rights and powers as set forth in its Articles of Incorporation 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 own, maintain, mow and keep clean the Common Area. It further shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer.
- (C) The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.
- (D) The Association may improve the Property in any manner that it shall find to be necessary, desirable or beneficial to the interest of the Property and the Owners.
- (E) The Association shall have the right to create and establish reserves for the repair, restoration or replacement of any improvement it has the duty to repair, restore or replace hereunder.
- (F) The Association, through the Board, shall have the right to adopt such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.
- (G) Subject to the foregoing, the Association shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming and keeping clean the Common Area.

6.02 Operations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and may engage a manager, secretaries, engineers, auditors accountants, legal counsel and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business concerning the Property.

6.03 Taxes and Assessments. Each owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own Lot and personal property located thereon.

6.04 Repair and Restoration of Improvements on Common Area. Should any improvements on the Common Area or any part of portion thereof 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 to 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.

ARTICLE VII

EASEMENTS AND ACCESS CONTROL

7.01 Public Utility and Floodway Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway on Lots subject to this Declaration are dedicated as shown on the recorded Plat of the Property.

7.02 Easements in Favor of the Association. The Association specifically reserves unto itself, its successors and assigns, a perpetual, nonexclusive easement and right-of-way over the Common Area for the purpose of constructing, maintaining, repairing, replacing and rebuilding underground pipelines, drains and/or mains for the purpose of conveying gas, water and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains and/or mains.

The Association is hereby granted a perpetual, nonexclusive easement to enter upon any Lot on which is situated an entrance treatment, fence or wall installed or erected by Developer for the purpose of installing, erecting, maintaining, improving, repairing and/or replacing the same.

ARTICLE VIII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

8.01 Membership. The members of the Architectural Committee shall be at least three (3) persons, to be appointed annually by the Board. Upon the death or resignation of any member of the committee, the Board shall appoint 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.

8.02 Approval Required of Plans and Specifications. No Structure shall be commenced, erected, placed, moved on or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include (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 an 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.

- (A) When an external project is submitted to the Architectural Committee, the construction start and completion dates must be submitted with the plans for approval and must be adhered to within a reasonable timetable. Weather related disruptions can and will be taken into account within reason. Approval will be dependent on a reasonable industry defined timetable.

8.03 Disapproval of Plans and Specifications. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (A) the failure of such plans or specifications to comply with any of the terms of this Declaration;
- (B) failure to include information in such plans and specifications as may have been reasonably requested;
- (C) objection to the exterior design, appearance or materials of any proposed Structure;
- (D) incompatibility of any proposed Structure or use with existing Structure or uses upon other Lots in the vicinity;
- (E) objection to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;
- (F) objection to the finished grade plan for any Lot;
- (G) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (H) objection to parking areas proposed for any Lot on the grounds of (1) incompatibility to proposed uses and Structures on such Lot or (2) the insufficiency of the size of parking areas in relation to the proposed use of the Lot;
- (I) objection to the plan for the drainage of water from the Lot onto adjacent Lots and/or Common Area; or
- (J) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon the Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Whatever shall be the decision of the Architectural Committee hereunder, its decision shall be final and conclusive, and no member of the committee shall be liable whatever for failure or neglect to approve any plans and specifications submitted.

Such decisions shall be tendered to the Board to be recorded and made effective at the following Board meeting.

8.04 Retention of Approved Plans and Specifications. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall, at the committee's request, be deposited for permanent record with the committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

8.05 Rules and Statements of Policy. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitations exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in omission from, or amendment of any such rules or statements shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Committee'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 Architectural Committee'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.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as therein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

8.06 Violation. 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 Architectural Committee pursuant to the provisions of this Article VIII, such alteration, erection, maintenance 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 Architectural Committee, any such Structure so 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 same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

ARTICLE IX

POSSIBLE SPECIAL ASSESSMENTS

9.01 Notice. Notice is hereby given to each purchaser of a Lot that special assessments may be spread by the City of Wichita, Kansas, to Lots in the future, due to improvements or reconstruction of Tyler Road and/or 29th Street North by the City following the date hereof.

ARTICLE X

MISCELLANEOUS

10.1 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 of 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 provided for in this Declaration.

10.2 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 of the Property. It is not the intent of this Declaration to interfere with any provisions of any law relating to the use 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 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.

10.3 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.

10.4 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification of amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to the Association, and the Association 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. In a like manner and for a like term, such powers and duties may be assigned to any other responsible entity who assumes the obligations assigned to it. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of or omissions prior to the effective date of the assignment.

10.5 Waiver and Exceptions. The failure by the Association, 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.

10.6 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.

10.7 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.

10.8 Successors-in-Interest. Reference herein to the Association 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.

10.9 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 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 one (1) year 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.

10.10 Amendments. Any provision contained in this Declaration may be amended or repealed, or additional provisions added to this Declaration, by the recording of a written

instrument or instruments specifying the amendment or repeal, executed by the Owners as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, who have a majority of the votes of all members pursuant to subsection 2.02 hereof, of not less than a majority of the Lots then subject to this Declaration, and further provided that no amendment materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee.

10.11 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.

10.12 Enforcement. The covenants set forth herein shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under it, and shall be taken to hold, agree and covenant with the Owner of each building site, its successors and assigns, and with each of them, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their title to said land), or the Owner or Owners of any of the Property or the Association shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the terms and conditions set forth herein, in addition to ordinary legal action for damages.

IN WITNESS WHEREOF, President, has executed this Declaration the day and year first above written.

Bradford Homeowners' Association

By: _____

Robert Timmons

Title: President

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 1st day of May, 2003, before me, a Notary Public in and for the County and State aforesaid, personally appeared Robert Timmons, President of the Bradford Homeowners' Association., 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 of 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 seal the day and year last above written.

Notary Public _____

My Appointment Expires: