

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
RED TAIL RIDGE HOMEOWNERS
ASSOCIATION, INC.**

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**DECLARATION OF COVENANTS, RESTRICTIONS,
AND CONDITIONS OF RED TAIL RIDGE**

THIS DECLARATION AND DEDICATION is made this 29 day of March, 2005, by Red Tail Ridge, LLC, a Kansas limited liability company, which is referred to in this Declaration as "Declarant."

WHEREAS, Declarant is the owner of record of the following described real estate:

A tract of land in the southeast quarter of Section 27, and the northeast quarter of Section 34, both in Township 13 South, Range 19 east of the Sixth Principal Meridian, in Douglas County, Kansas, described as follows:

Beginning at the northeast corner of the west one-half of said northeast quarter section; thence south 00°07'11" east, along the east line of said west one-half, 2640.94 feet to the southeast corner thereof; thence south 89°56'33" west, along the south line of said quarter section, 922.00 feet; thence north 00°07'11" west, 1495.30 feet; thence north 44°46'02" west, 350.74 feet; thence north 00°07'11" west, 1102.57 feet to the centerline of Douglas County Road Record 537; thence north 46°58'16" east, along said centerline, 339.38 feet; thence south 33°00'44" east, along said centerline, 523.68 feet to the north line of said west one-half; thence north 89°46'16" east, along said north line, 635.51 feet to the point of beginning. The above 64.920 acres, more or less.

Lots One (1) through Four (4), Block 1, Lots one (1) through eight (8) on Block 2, inclusive, in Red Tail Ridge in Douglas County, Kansas; and

WHEREAS, Red Tail Ridge, LLC has executed and filed with the Register of Deeds of Douglas County, Kansas, a final plat of "Red Tail Ridge"; and

WHEREAS, such plat creates Red Tail Ridge, composed of Lots 1 through 4, Block 1, Lots one (1) through eight (8) on Block 2, inclusive, in Red Tail Ridge, in Douglas County, Kansas; and

WHEREAS, Declarant, as the present owner and developer of the above described property, desires to place certain covenants, conditions, restrictions, easements, charges and liens, upon the above-described real estate for the benefit of Declarant, its successors, assigns, and its future grantees, and to protect the value and desirability of the residential development project to be known as "Red Tail Ridge;" and

WHEREAS, Declarant has caused Red Tail Ridge Homeowners' Association Homeowners' Association to be incorporated under the laws of the State of Kansas as a not-for-profit corporation, for the purpose of exercising the functions of a homeowners' association for the benefit of the above described real estate.

NOW THEREFORE, Declarant hereby declares that the real property referred to and described above is and shall be held, transferred, sold, conveyed, and occupied subject to the

covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of such real estate. These easements, covenants, restrictions, and conditions shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in the real estate, or a part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE ONE DEFINITIONS

1. "Association" shall mean and refer to Red Tail Ridge Homeowners' Association, a not-for-profit corporation, formed pursuant to the laws of the State of Kansas, by Articles of Incorporation ^{to be filed} filed with the Kansas Secretary of State on the _____ day of _____, 2005, and with the Register of Deeds for Douglas County, Kansas, on the _____ day of _____, 2005, in Book _____, at Page _____. MB

2. "Declarant" means Red Tail Ridge, LLC, a Kansas limited liability company, and its successors and assigns.

3. "Declaration" means this instrument.

4. "Home" shall mean a single family dwelling built on any Lot.

5. "Lot" shall mean any Lot as shown on any recorded plat of all or part of Red Tail Ridge.

6. "Owner" shall mean the record owner(s) of any Lot, including Declarant (as hereinafter defined), and for the purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members of such Owner, the Owner's successors and assigns, and all guests and invitees.

7. "Person(s)" means one or more natural individuals, corporations, partnerships, trustees, limited liability companies, limited partnerships, limited liability partnerships, or other legal entities capable of holding title to real property.

8. "Property" shall mean and refer to the following described real estate:

A tract of land in the southeast quarter of Section 27, and the northeast quarter of Section 34, both in Township 13 South, Range 19 east of the Sixth Principal Meridian, in Douglas County, Kansas, described as follows:

Beginning at the northeast corner of the west one-half of said northeast quarter section; thence south 00°07'11" east, along the east line of said west one-half, 2640.94 feet to the southeast corner thereof; thence south 89°56'33" west, along the south line of said quarter section, 922.00 feet; thence north 00°07'11" west, 1495.30 feet; thence north 44°46'02" west, 350.74 feet; thence north 00°07'11" west, 1102.57 feet to the centerline of Douglas County

Road Record 537; thence north 46°58'16" east, along said centerline, 339.38 feet; thence south 33°00'44" east, along said centerline, 523.68 feet to the north line of said west one-half; thence north 89°46'16" east, along said north line, 635.51 feet to the point of beginning. The above 64.920 acres, more or less.

Lots One (1) through Four (4), Block 1, Lots one (1) through eight (8) on Block 2, inclusive, in Red Tail Ridge in Douglas County, Kansas.

9. "Plat" means each plat or survey of the Property filed in the Office of the Register of Deeds of Douglas County, Kansas.

ARTICLE TWO PROPERTY SUBJECT TO DECLARATION

1. Existing Property. The follow real estate is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration:

A tract of land in the southeast quarter of Section 27, and the northeast quarter of Section 34, both in Township 13 South, Range 19 east of the Sixth Principal Meridian, in Douglas County, Kansas, described as follows:

Beginning at the northeast corner of the west one-half of said northeast quarter section; thence south 00°07'11" east, along the east line of said west one-half, 2640.94 feet to the southeast corner thereof; thence south 89°56'33" west, along the south line of said quarter section, 922.00 feet; thence north 00°07'11" west, 1495.30 feet; thence north 44°46'02" west, 350.74 feet; thence north 00°07'11" west, 1102.57 feet to the centerline of Douglas County Road Record 537; thence north 46°58'16" east, along said centerline, 339.38 feet; thence south 33°00'44" east, along said centerline, 523.68 feet to the north line of said west one-half; thence north 89°46'16" east, along said north line, 635.51 feet to the point of beginning. The above 64.920 acres, more or less.

Lots One (1) through Four (4), Block 1, Lots one (1) through eight (8) on Block 2, inclusive, in Red Tail Ridge in Douglas County, Kansas.

2. Merger or Consolidation. Upon a merger or consolidation of the Association with a not for profit corporation (such as a homeowners association formed to operate and maintain adjacent real estate which might at a future time be developed as a compatible and harmonious residential development) the Association's properties, rights, and obligations may by operation of law be transferred to another surviving or consolidated not-for-profit corporation, or, alternatively, the properties, rights, and obligations of another not-for-profit corporation may by operation of law be added to the properties, rights, and obligations of the Association as the surviving not-for-profit corporation pursuant to a merger. The surviving or consolidated not-for-profit corporation may administer the covenants, conditions, and restrictions established by this Declaration for the existing property, together with the covenants and restrictions established upon any other property as one

project. No such merger or consolidation, how ever, shall affect any revocation, change, or addition to the covenants, conditions, and restrictions established by this Declaration for the existing property.

ARTICLE THREE MEMBERSHIP

1. Membership and Voting Rights in the Association. Every person or entity who is an owner of fee simple interest in one or more Lots shall be a member of the Association. Ownership of a Lot shall be the sole qualification for Class A membership.

2. Types of Membership in the Association. The Association shall have two classes of voting memberships:

(a) Class A. Class A members shall be all Owners except Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by paragraph 1 of this Article Three. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. Each Class B membership shall be issued to Declarant. Twelve Class B memberships shall be issued to Declarant for each Lot owned by Declarant. Each Class B membership shall be entitled to one vote. As a deed is delivered by Declarant to the grantee of a Lot, such grantee shall receive a Class A membership, and twelve Class B memberships shall be cancelled. All Class B memberships outstanding, if any, shall be surrendered by Declarant to the Board of Directors of the Association for cancellation upon the happening of either of the following events, whichever occurs first:

(i) When the total Class A memberships equal or exceed the total Class B memberships; or

(ii) July 1, 2020.

Upon surrender and cancellation of all outstanding Class B memberships, such memberships shall be converted to Class A memberships if Declarant shall be an owner of a Lot or Lots at such time. Upon surrender and cancellation of each Class B membership, Declarant shall have no right to vote such membership at any regular or special meeting of the Association for any purpose whatsoever.

3. Quorum, Proxies, Voting.

(a) The quorum requirements for meetings of the Association's members shall be as described in the Association's Bylaws.

(b) At all meetings of the Association's members, a Class A member may vote in person or by proxy executed in writing by such member. Such proxies shall be filed with the

Secretary of the Association before or at the time of a meeting. No proxy shall be valid after twelve (12) months from the date of its execution. Every proxy shall be revocable and shall automatically, cease upon conveyance by a member of his Lot. No owner of a Class A membership may vote more than one additional vote by proxy.

4. Articles of Incorporation and Bylaws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws. In any event, if any provision set forth in this Declaration applicable to notice, voting, and quorum requirements is in conflict with any provision of Kansas law applicable to not-for-profit corporations on the date of this Declaration, or at any time after such date, the applicable provision of Kansas law shall control.

ARTICLE FOUR INSURANCE

1. Insurance to be Obtained and Maintained by the Association. The board of directors of the Association shall obtain and maintain to the extent reasonably available, a policy of public liability insurance, in such amounts and in such forms as may be considered appropriate by the board of directors.

2. Insurance to be Obtained and Maintained by Owners.

(a) The Owner of any Lot on which a Residential Unit has been constructed shall obtain and maintain casualty insurance, insuring all improvements against loss by fire, lightning, windstorm or other casualty and extended coverage in an amount equal to a full replacement value (i.e., one hundred percent (100%) of replacement costs exclusive of land, foundation and excavation), respectively, with an "agreed amount" endorsement without deduction or allowance for depreciation, and the insurer shall waive any "increase of hazard" provision of its policy and any "apportionment of loss" provision of its policy in the event there is any other insurance insuring the same risk. The Owner of any Lot located in an officially established flood hazard area, and on which a Residential Unit has been constructed, shall also obtain and maintain flood insurance covering flood damage to such Residential Unit. All premiums for such insurance shall be paid by each Owner. Any such insurance policies shall be in a form acceptable to the board of directors of the Association. Each Owner agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged Residential Unit in a manner consistent with the original construction. In the event the structure is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The Architectural Control Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing a structure on a Lot, and the standard for returning the Lot to its natural state in the event the Owner determines not to rebuild or to reconstruct.

(b) All insurance policies shall, to the extent available, be subject to the following provisions:

(i) All policies shall be written with a company or companies licensed to do business in the State of Kansas holding a rating of A8 or better in Best's Insurance Guide, or some other equivalent insurance guide reference directory.

(ii) All policies shall provide that such policies may not be cancelled or substantially modified, including cancellation for nonpayment of premium, without at least thirty (30) days prior written notice to the Owner and any first mortgagee.

(iii) All policies shall contain a waiver of subrogation by the insurer as to claims against the Association, the board of directors, the Owner of any Lot and/or their respective agents, employees and tenants.

ARTICLE FIVE MANAGEMENT, MAINTENANCE AND REPAIRS

1. **Manager or Managing Agent.** The Board of Directors may employ for the Association a management company or a manager, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in subparagraphs 1(a), (b), (c), and (d), of Article Eleven of this Declaration. No management contract or agreement shall, however, be for a period longer than three (3) years from the date of execution, and all such management contracts or agreements shall contain a provision allowing termination thereof by the Board of Directors at any time, with or without cause, on ninety (90) days prior written notice to the manager or management company.

2. **Maintenance, Repair, Alteration and Improvements by Owners.** The responsibility of each Owner shall be as follows: To maintain his Lot and Residential Unit and all structures, parking areas, and other improvements located thereon in the manner consistent with the Red Tail Ridge Standard and these Declarations, the Bylaws, and the Rules and Regulations. Each Owner shall be obligated to maintain the lawns and landscaping on his lot, including the regular mowing, irrigating, fertilizing, trimming, and maintenance of lawns and the removal of all debris and unsightly objects therefrom. If an Owner fails to reasonably perform his maintenance responsibilities, the Association may perform such maintenance and assess the Owner for the cost thereof in a reasonable amount. Such cost shall be paid by or on behalf of such Owner within thirty (30) days after written demand therefore from the board of directors of the Association, and shall be enforceable and secured by a lien as in the case of a other fees or charges. If, however, such maintenance shall not be required in an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to rectify the improper maintenance of his Lot and Residential Unit prior to the Association's entry thereon to perform such maintenance.

ARTICLE SIX
NEW CONSTRUCTION, IMPROVEMENTS, AND ALTERATIONS

1. Architectural Control Committee. There is hereby established an Architectural Control Committee, which shall consist of three (3) persons to be appointed by Declarant. Following

the cancellation and surrender of all Class B member ships, the board of directors may appoint the Architectural Control Committee, but so long as any of the Declarants shall be an Owner of any Lot, Declarant may appoint a majority of the members of the Architectural Control Committee. Until such time as Declarant, in its sole discretion, chooses two additional persons to comprise the Architectural Control Committee, Declarant shall possess the only vote of the Architectural Control Committee. Declarant may surrender the right to appoint members of the Architectural Control Committee by a written instrument in recordable form and executed by Declarant. Following the termination of Declarant's right to appoint the members of the Architectural Control Committee, the board of directors shall constitute the committee if it fails to appoint an Architectural Control Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation or to make and finding, determination, ruling, or order, or to issue any permit, consent, authorization, approval for the like pursuant to the authority contained in this Declaration.

2. Enforcement. The board of directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, decisions of the Architectural Control Committee established in this Article. This Article may not be amended without Declarant's written consent so long as Declarant owns any land subject to this Declaration, or so long as more than five (5) Lots shall not have been improved by the construction of a Residential Unit thereon.

3. New Construction. No Residential Unit or any other building, or construction of any kind, shall be erected, placed, or performed on any Lot until construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to type of materials, exterior colors, harmony of external design with existing structures, location on the lot, finished grade elevation, front and side yard planting, and landscaping. The term "construction," as used in this Article, shall include within its definition staking, clearing, excavating, and other similar site work. The Architectural Control Committee shall have complete discretion as to the extent of detail required in plans and specifications to be submitted to it, and may waive any submission requirement called for by this Article.

4. Improvements and Alterations. No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his Residential Unit or the grade or topography of his Lot without the prior written consent of the Architectural Control Committee. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Residential Unit or to paint the interior of his Residential Unit any color he desires.

5. Approval or Disapproval of Plans. The Architectural Control Committee shall have fifteen (15) days following submission in writing by the Owner of required plans, specifications, and other information, in which to approve or disapprove such plans and specifications, or to request additional information reasonably required by the Architectural Control Committee. If the Architectural Control Committee shall fail to approve or disapprove such plans, or to request additional information within such fifteen (15) day period, the plans shall be deemed to be approved and the requirements of this Article shall be deemed to have been fully complied with. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon approval, by the applicable governmental agency authorized to issue building permits, a copy of such plans and specifications and a copy of all building permits as approved shall be deposited among the permanent records of the Association and a copy of such plans and specifications and building permits bearing such approval in writing, shall be returned to the applicant submitting the same.

6. Limitations Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially complete within twelve (12) months following the date of commencement or within such longer period as the Committee shall specify in its approval. In the event construction is not commenced within such period, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

7. Certification of Compliance. Upon the completion of the construction or alteration of any Residential Unit, or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee, the Committee shall, at the request of the Owner, issue a certificate of compliance which shall be prima facie evidence that the Residential Unit, building, or other improvements or structures referred to in the certificate have been approved by the Committee and constructed or installed in full compliance with the provisions of this article, and with such other provisions and requirements of this Declaration as may be applicable.

8. Rules and Regulations. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria shall be construed as a waiver of the provisions of this article or any other provision or requirement of this Declaration. The decisions of the Architectural Control Committee shall be final except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the board of directors

of the Association, and, upon the written request of such Owner, shall be entitled to a hearing before the board of directors. The vote of a majority of the board of directors shall be required to reverse or otherwise modify any decision of the Architectural Control Committee, but in no event, however, shall the vote of the Architectural Control Committee be reversed by the Board of Directors if Declarant is the Owner of any Lot or Lots.

9. Right to Remove or Correct Violations. In the event any Residential Unit, building, or other structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this article, then the same shall be considered to have been undertaken in violation of this article and without the required approval of the Architectural Control Committee, and, upon written notice from the board of directors or the Architectural Control Committee, such Residential Unit, building, or other structure or improvements shall be promptly removed. In the event it is not removed, or the violation is not otherwise terminated within fifteen (15) days after notice of such violation is delivered to the owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees (but only after a resolution of the board of directors or the Architectural Control Committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation. The costs (including legal and court costs) incurred by the Association to enforce the provisions hereof may be assessed against the Lot upon which such violation occurred. When the costs are so assessed, a statement of such costs shall be delivered to the owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects.. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this article, or any other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE SEVEN EASEMENTS

In addition to easements hereinbefore or hereinafter specifically created or reserved, the following easements are hereby created or reserved:

1. Easement to Association to Perform its Duties. An easement is hereby created in favor of the Association, permitting it to enter into or upon any Lot or Residential Unit for the purpose of performing its powers and duties as described herein and in the articles of incorporation and bylaws. The right established in this paragraph shall be exercised in a reasonable manner. Public utilities furnishing services for common use, such as water, electricity, gas, sewage, telephone, and cable television to the Residential Units shall have access to the common areas and facilities, the Lots and the Residential Units, as may be necessary for the installation, repair, or maintenance of such services.

2. Easement for Utilities. For the purpose of supplying utilities and various services to the Residential Units and common area, Declarant shall have and does hereby reserve easements to

locate, construct, maintain, and use, or authorize the location, construction, maintenance and use of such portions of the Property as Declarant may designate for drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television conduits and lines, community television antenna lines, fire warning and security systems and other utility lines and conduits for any and all purposes.

3. Easement to Correct Drainage. Until July 1, 2015, Declarant reserves an easement and right on, over, and under the properties, for the purpose of maintaining and correcting drainage of surface water in order to avoid erosion and to ensure reasonable standards of health, safety, and appearance. Such easement expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary for such purposes, following which Declarant shall restore the affected property to its original condition to the extent reasonably practicable. Declarant shall give reasonable notice of its intent to take any such action provided under of this paragraph to all affected Owners, unless in the sole discretion of Declarant an emergency exists which must be remedied before such notice could reasonably be given.

4. Easements Run with the Land. All easements and rights herein established in this Declaration shall run with the land, and unless in gross, shall inure to the benefit of and be binding upon the Owners of all Lots located within the Property, and their successors, heirs, and assigns, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE EIGHT USE RESTRICTIONS

1. Use of Land as Single Family Residence. Each Residential Unit shall be constructed upon an individual Lot evidenced by a warranty deed to be recorded in the office of the Register of Deeds for Douglas County, Kansas. Each Lot conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions, and provisions of this Declaration.

2. Residential Units. The Residential, Units are to be used only for providing living accommodations for the Owners, and for related uses and enjoyment. No Lot or Residential Unit shall be used for any commercial purpose.

3. Occupancy Restrictions. The number of persons unrelated by blood or marriage who shall be permitted to occupy a Residential Unit may be restricted by the vote of 50% of the Class A members and all of the Class B members at an annual or special meeting of such members.

4. No Leasing or Renting of Homes. No Residential Unit shall be rented or leased for any purpose without the prior written approval of the board of directors.

ARTICLE NINE GENERAL RESTRICTIONS

1. Lot Frontage. Each lot shall front East 1167 Road. The Architectural Control Committee may, however, in its sole discretion, permit a different frontage in order to avoid unnecessary hardship or to comply with Red Tail Ridge Standards.

2. Lot Setback. The Residential Unit built on each Lot shall have the following:

(a) A front yard set back of no less than 100 ft. on the lots on Block 1, and Block 2 lots 5, 6, 7 and 8. A front yard set back of no less than 75 feet on Block 2 lots, 1, 2, 3, 4.

(b) A side yard and back yard set back of at least forty (40) feet from the property lines of the Lot on which such Residential Unit shall be built.

The Architectural Control Committee may, however, in its sole discretion, reasonably increase or decrease the front, side and rear yard setbacks in order to avoid unnecessary hardship or to comply with Red Tail Ridge Standards.

3. Permitted Height of Residential Units. No Residential Unit shall exceed two and one-half (2.5) stories in height, excluding, however, basements. For purposes of this paragraph 3, the word "story", shall be defined as it is defined in the Zoning Ordinance of the City of Lawrence, Kansas. The Architectural Control Committee may, however, in its sole discretion, allow the maximum height limitation to be increased in order to avoid unnecessary hardship or to comply with Red Tail Ridge Standards.

4. Dwelling size. All homes shall contain a minimum of 2500 square finished space. The lower level (basement area) and garage shall not be considered finished for purposes of these square footage requirements.

5. Construction Requirements. Exterior walls of all Residential Units, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, glass, glass blocks, any combination thereof, or any other materials approved by the Architectural Control Committee, provided there shall be no metal, tin, vinyl, plastic, or vertical siding of any kind allowed. Windows, doors, and louvers shall be of wood or metal and glass provided, however, that no exterior front of a Residential Unit shall contain less than twenty-five percent (25%) brick or stone. Roofs with a pitch of less than six (6) inches per foot shall be prohibited. Maximum roof pitch shall be eighteen (18) inches per foot. All exterior walls and roofs shall be as specified in this paragraph 5 unless approval is otherwise granted by the Architectural Control Committee. All driveways shall be hard surfaced with either concrete, asphalt, or chip and seal. No Residential Unit or appurtenant structure shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months, and for each month thereafter that the exterior of a Residential Unit shall stand in an unfinished condition, a fine of \$50.00 per day shall be assessed against the Owner as a special charge for which the Association shall have all enforcement, collection, and lien rights it has with respect to other charges and fees under this Declaration.

6. Temporary Structures and Outbuildings. No structure of a temporary character or other outbuilding shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. No outbuilding or other detached structure appurtenant to a Residential Unit shall be erected on any Lot without the written approval of the Architectural Control Committee. Any outbuilding approved will be of same materials as the house with same pitch of roof as the house and same color as the house.

7. Signs. No sign of any kind shall be displayed to the public view on any Lot, except as follows: (a) one sign of not more than five square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. No other professional or commercial signs of any type or form shall be allowed. Except as specifically permitted in this paragraph 7, no signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any said Lots without the prior written approval of the Architectural Control Committee.

8. Oil and Mining Operation and Oil Tanks. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for storage of fuel may be maintained above the surface of the ground on any said Lots without the written approval of the Architectural Control Committee. Propane tanks are permitted for heating fuel. The propane tank must be out of view and surrounded by a wooden fence or a fence approved by the Architectural Control committee.

9. Livestock, Poultry, and Pets. Unless approved by the Architectural Control Committee, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot by any Owner, other than cats, dogs and other common household pets. All pets shall be kept within an approved fence or an underground electric fence. When outside the Residential Unit or any approved fence, all pets shall be attended and leashed. In no event shall a pet be restrained by a chain or similar device in any yard. No pet shall be kept, bred, or maintained for commercial purposes, constitute a nuisance, or violate applicable ordinances or other laws. An owner shall immediately clean up after all pets on all streets, easements, or Lots owned by others. In no event shall any animals be kept on any Lot if they unreasonably disturb any Owner or residents of any other Lot. Outside doghouses, dog runs, and other animal shelters must be pre-approved by the Architectural Control committee.

10. Sight Distance at Intersections. No wall, hedge, or shrub, planting, or other flora which obstructs or may obstruct line of sight vision at elevations between two and six feet above any street adjoining a Lot shall be placed or permitted to remain on any corner Lot within the triangular area formed by the streets and a line of the Lot connecting them at points twenty-five (25) feet from the intersection of the streets. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such line of sight vision.

11. Overhead Wires Prohibited. No power or telephone service connection lines may be erected or maintained above the surface of the ground on any of the Lots without the written approval of the Architectural Control Committee.

12. Pergolas Prohibited. No pergola, or any detached structure intended primarily for ornamental purposes, may be erected on any part of a Lot without the written approval of the Architectural Control Committee.

13. Antennas and Clotheslines. No external television or radio antenna or any satellite or receiver shall be erected on or about any Lot or Residential Unit except with the written approval the Architectural Control Committee. No clotheslines, clothes' racks, or clothes' hangers shall be constructed or used unless completely concealed within enclosed areas of a Lot or Residential Unit.

14. Parking in Streets. No part of the Property, including driveways, parking areas on a Lot, and the Private Street shall be used for the parking of trailers, mobile homes boats, boat trailers, equipment, machinery, or trucks other than pick-up trucks, except that recreational vehicles may be parked in the driveway of a Residential Unit for temporary periods not exceeding fourteen (14) days for the accommodation of an owner's guests and while preparing such vehicles for use by an owner or his family. Vehicles shall be parked only in garages or driveways. East 1167 Road shall not be used by Owners or their guests, tenants, or invitees, for the overnight parking of vehicles.

15. No Noxious or Offensive Activities Permitted. No noxious or offensive activity shall be carried on within the Property, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any exposed area nor shall anything ever be done which may be or become an annoyance or nuisance to the owners. Each Owner shall refrain from making or permitting any disturbing noise by himself, his family, servants, employees, agents, visitors, licensees, lessees, and pets, and to refrain from permitting anything by such persons or pets that will interfere with the rights, comfort, or convenience of the other Owners. All trash or refuse shall be stored by each Owner within his Residential Unit or appurtenant garage. All trash and refuse shall be placed in closed containers or plastic bags, securely covered or tied, and delivered at such times, and to such locations, as may be determined by the Architectural Control Committee, for trash pickup by a private trash collection service or, if available, by a public trash collection service. In no event, however, shall trash or other debris be burned on any Lot.

16. Fences and Enclosures. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed, or maintained on any Lot except such fences or enclosures be authorized by the Architectural Control Committee. In no event, however, shall chain link fences be permitted.

17. Drainage. Each Owner shall refrain from interference with the established drainage pattern over his Lot or from adjoining or other lots, and shall make adequate provision for proper drainage from any such other Lot in the event the established drainage over his Lot is changed or altered.

18. Storage. No storage of any type shall be allowed at any time on a Lot except within the private enclosed Residential Unit or appurtenant garage, and any such storage shall not be stored in such manner as to be exposed to public view. An Owner may, however, store fireplace wood in the rear yard of a Residential Unit even though exposed to public view. Storage within a garage shall not be so great as to cause an Owner to not use his garage for the purpose of parking his car(s). No boat, camper, trailer, truck, mobile home, or self-propelled recreational vehicle of any type whatsoever may be parked, stored, or otherwise located at any location within the Property except for a period of time reasonably necessary for loading or unloading of personal property into or from the same by an Owner.

19. Repairs of Vehicles on Property. No major repair, rebuilding or maintenance of any vehicle shall be permitted except within the private enclosed garage, if any, of an Owner. No major repair, rebuilding or maintenance of any vehicle shall be permitted in open parking areas. This restriction shall include, but is not limited to, automobiles, trucks, campers, trailers and boats.

20. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any Lot, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be observed. The obligation of complying with requirements of such governmental bodies as to the maintenance, modification or repair of any part of the Property shall be imposed on the same person who has the obligation to maintain and repair such Property by the terms of this Declaration. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any unsightly objects or nuisances be erected, placed or permitted to remain on any Lot, nor shall any trash, ashes, or other refuse be thrown, placed or dumped upon any Lot, except in trash receptacles approved by the Association, nor shall anything be done which may become an annoyance or a nuisance to the neighborhood, nor shall any Lot or any improvement be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot. Each Owner shall properly maintain his Lot and the improvements thereon in a neat, clean, and orderly fashion. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing approved by the Association, so as to conceal them from view. All rubbish, trash and garbage shall be regularly removed from each Lot and home. No trash burning shall be permitted anywhere within the Property.

21. Sporting Equipment. No sporting equipment, including but not limited to, basketball goals and volleyball nets, shall be mounted or attached to any home within the Property.

22. Chimneys. No exterior chimneys will be allowed on the front of any home. All allowed exterior chimneys shall be constructed of brick or stone, unless the chimney is on the back of the structure and not visible from the street. All chimneys which are visible from only the roof line and above shall be constructed of brick, stone, masonry or fire code approved pipe which has been capped with a black or color-conforming metal rain cap and enclosed by a framed wood structure and is integrated with the architectural design and construction materials of the dwelling.

23. Above Ground Swimming Pools. Above ground swimming pools are prohibited. All other pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in

accordance with the other provisions of the Declaration. All pools or hot tubs shall be kept clean and maintained in operable condition at all times while in season.

24. Exterior Ornaments, Yard Art and Gardens. Exterior ornaments and yard art are strictly prohibited in the front yard. This includes, but is not limited to, windsocks, weather vanes, windmills, statues, animal forms, miniature fences and bird baths. The front and side yards of each home, not including the driveway, shall have not less than seventy-five percent (75%) of their area planted in grass, with the remaining area to be used for sidewalks and landscaped plantings. Vegetable gardens shall be permitted only in the rear of the home and shall not encompass more than twenty-five percent (25%) of the rear yard. Flagpoles may be installed with the prior written consent of the Architectural Committee.

25. Landscape and Lawn Care. Each Owner shall maintain the yard and landscaping of such Owner's Lot at all times after closing on the purchase of the Lot. The preliminary landscape plan submitted to the Architectural Committee must, at a minimum, provide for the planting grass seed or sod, and at least six trees with a trunk diameter of least three (3) inches on each Lot. No existing tree with a trunk diameter of one and one-half inches or more shall be removed at any time from any Lot without the approval of the Association. All Lots, including unimproved Lots, must keep grass cut and trimmed to a height of six (6) inches or less. All ordinances and resolutions of Douglas County concerning weeds, brush and general maintenance apply, and the ordinances and resolutions of the City of Lawrence shall apply at such time as the Property is annexed into the City of Lawrence, if ever. All Owners must, at their cost, plant grass seed or sod sufficient to satisfy their respective landscape plan.

26. Further Subdivisions of Lots. No Lot shall be further subdivided or split in any way, and only one Residential Unit shall be permitted on a Lot.

27. Miscellaneous.

(a) No artificial flowers, trees, or other faux vegetation shall be permitted on the exterior of any structure or in the yard.

(b) No large utility polls for lighting permitted. No lights or other illumination shall be higher than the home. Exterior holiday lights shall be permitted only between November 15 and January 15 of any given year. Except for such holiday lights, all exterior lighting shall be white. All exterior lighting must be approved in advance by the Architectural Committee.

(c) No garage sales, sample sales or similar activities shall be held within the Property without the prior written consent of the Architectural Committee.

(d) No speaker, horn, whistle, siren, bell, or other sound device, shall be located, installed or maintained upon the exterior of any structure or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(e) No outside or underground fuel storage tanks of any kind shall be permitted on any Lot. Propane tanks are acceptable if hidden from view from the road.

(f) No trash, refuse, garbage can or receptacle shall be placed outside any home, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(g) Garage doors shall remain closed at all times except when necessary.

(h) No hunting or shooting of fire arms for any reason at any time.

28. Limitation of Restrictions. The foregoing restrictions shall not apply to the activities of the Association or the activities of the Declarant, its agents and employees. The Declarant may, while constructing and selling Residential Units in or upon such portions of the Property as Declarant may determine, maintain such facilities as in its sole discretion may be necessary or convenient, including but without limitation, offices, storage areas, model units and signs.

ARTICLE TEN CHANGE OF MEMBERSHIP IN ASSOCIATION

Change of membership in the Association shall be established by recording a deed or other instrument in the Office of the Register of Deeds of Douglas County, Kansas, establishing a record title to a Lot and the delivery to the Association of a copy of such instrument. The Owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior Owner shall thereby be terminated. In the event a Lot shall be sold pursuant to a contract by the terms of which the record title to the Lot shall not pass until full payment of the purchase price has been made by the contract purchaser, an Affidavit of Equitable Interest setting forth the name of the contract purchaser and a description of the Lot sold shall be made by both the contract seller and the contract purchaser, and recorded in the Office of the Register of Deeds of Douglas County Kansas. A copy of such Affidavit of Equitable Interest shall be provided to the Association, together with the address of the contract seller to which notices required by this Declaration or the Bylaws shall be mailed. The contract purchaser as named in such Affidavit of Equitable Interest shall thereupon be considered the Owner of the Lot described therein for all purposes of this Declaration, the Bylaws, and Rules and Regulations of the Association, and by entering into such purchase contract, agrees to assume all obligations imposed upon the Owner of such Lot as era imposed by this Declaration, the Bylaws, and Rules and Regulations of the Association. In no event, however, shall the contract seller be released from any obligation as the Owner of the Lot described in such Affidavit until a deed conveying fee simple title to the Lot to the contract purchaser shall have been recorded in the office of the Register of Deeds of Douglas County, Kansas, and a copy of such deed delivered to the Association. In lieu of recording a deed with the Register of Deeds, a final order entered by a court of competent jurisdiction transferring ownership of a Lot shall transfer such title, provided a certified copy of such final order is delivered to the Association.

ARTICLE ELEVEN ASSOCIATION

1. Duties. The Association shall have the following duties:

(a) To obtain and provide public liability as more specifically set forth herein Article Four of this Declaration.

(b) To do and perform such other things as stay from time to time be necessary to maintain the quality and appearance of Red Tail Ridge.

(c) Voting Rights. Members of the Association shall be entitled to voting rights as set forth in Article Three of this Declaration.

(d) Books of Receipts and Expenditures. The board of directors shall keep detailed accurate records, in chronological order, of receipts and expenditures affecting the Common Areas and Facilities and the operations under this Declaration, and such record shall specify and itemize the maintenance and repair expenses of the Association and any other expenses incurred. Such records and any vouchers authorizing payments shall be available for examination by Owners at convenient weekday hours.

(e) Legal Action. The Association shall have the right and authority, but not the obligation, for and on behalf of the Owners to initiate or defend any legal action or claim arising out of their ownership of Lots or Residential Units, and to negotiate any settlement thereof as a special assessment that may be levied upon the Owner or Owners against whom such legal action or claim shall have been asserted.

(f) Borrow Money. The board of directors shall have the right to borrow money to meet requirements from time to time for working capital, common expenses, and emergencies; however, no single loan shall exceed \$5,000.00, Loans at any time outstanding shall not exceed \$20,000.00 in the aggregate, and no loan shall be entered into having a maturity date in excess of five (5) years. Any loan or loans in excess of such limits or for a longer maturity shall be made only with the affirmative vote in person or by proxy of at least seventy-five percent (75%) of the Class A members and all of the Class B members at an annual or special meeting of the members.

ARTICLE TWELVE CONDEMNATION

In the event of condemnation or the exercise of the power of eminent domain by which the federal government, the State of Kansas, a political subdivision, or any other corporation, agency or authority having the power of condemnation or eminent domain seeks to acquire any of the Common Areas or Facilities, such condemning authority may conduct negotiations with the board of directors of the Association and the board of directors may execute and deliver the appropriate conveyance in return for the agreed consideration. The board of directors shall allocate such consideration, whether

received through negotiation or condemnation, to the repair, replacement, or restoration of common areas and facilities, and any amount then remaining may be used to discharge the Association's obligations imposed by this Declaration.

ARTICLE THIRTEEN
LOTS AND RESIDENTIAL UNITS SUBJECT TO DECLARATION,
BYLAWS, AND RULES AND REGULATIONS

All present and future owners of Lots and tenants and occupants of the Residential Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws of the Association, and Rules and Regulations of the Association, as they may be amended from time to time. The acceptance of deed or conveyance or the entering into a lease, a contract to purchase, or occupancy of any Lot or Residential Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot and Residential Unit situated thereon, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. An Owner shall automatically be a member of the Association, and shall remain a member of the Association unit until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Failure of an Owner to comply with this Declaration, the Bylaws, and the Rules and Regulations, as they may be amended from time to time, shall entitle the Association or other Owners to the following relief, in addition to the remedies that may be provided by laws.

1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws, or the Rules and Regulations of the Association. Failure by the Association 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 Association shall have the further right by three-fourth's vote of its entire Board of Directors to levy fines up to and including One Thousand Dollars (\$1,000.00), against any Owner who has breached or threatens to breach any of the provisions of this Declaration, the bylaws of the Association, or the Rules and Regulations of the Association, and to charge such fines as an additional assessment against such Owner in accordance with Article Five.

2. **Negligence.** An Owner shall be liable for the expense of any maintenance, repair, or any Lot or Residential Unit, including his own, rendered necessary by his act, neglect or carelessness, or by that of any member of his household, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association.

3. **Costs and Attorney's Fees.** In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Declaration, the Bylaws, or the Rules and Regulations of the Association, as they may be amended from time to time, the Association shall be entitled to

recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

4. Abatement and Enjoinment of Violations by Residential Unit Owners. The violation of any of the Rules and Regulations adopted by the board of directors, or the breach of any Bylaw, or the breach of any provision of this Declaration, shall give the board of directors the right, in addition to any other rights set forth herein: (a) to enter on or in the Lot or Residential Unit on or in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. In the event any action is brought against an Owner claiming, asserting, or enforcing a lien against the Owner's Lot or Residential Unit, the Owner shall give prompt written notice thereof to the board of directors.

5. Remedies Cumulative. All rights, remedies and privileges granted to the Association or the Owners, or any Owner, pursuant to the terms, provisions, covenants, or conditions of this Declaration, the Bylaws or the Rules and Regulations of the Association, shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE FOURTEEN GENERAL PROVISIONS

1. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the real estate subject to this Declaration, and shall inure to the benefit of and be enforceable by the Red Tail Ridge Homeowner's Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to abolish these covenants, conditions, and restrictions, or to change them in whole or in part; provided, further, that no such agreement to change shall be applicable to existing buildings on the proper ties; and provided, further, that no such change shall be effective on less than thirty (30) days' prior written notice to all. Owners.

2. Amendments. This Declaration may be amended only by the Declarant, or the Declarant and the Board of Directors, until Class B membership shall be terminated pursuant to paragraph 2 of Article Three. This Declaration may thereafter be amended in the following manner:

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

(b) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by any four (4) members of

the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, any amendment of this Declaration shall require the approval of eighty percent (80%) of the Owners.

3. Severability. The invalidity in whole or in part of covenants or restrictions or any paragraph, subparagraph, sentence, clause, phrase or word, or other provision of this Declaration shall not affect the validity of the remaining portions thereof.

4. Notices. Unless otherwise provided in this Declaration, all, notices or other communications under this Declaration shall be in writing and shall be deemed to have been duly given if delivered personally, or if sent by United States mail:

(a) if to an Owner, at the address which the Owner has designated in writing and filed with the Association or, if no such address has been designated, at the address of the Residential Unit of such Owner; or

(b) if to the Association, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this paragraph.

5. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, modify, or supplement this Declaration or the intent of any provision thereof.

6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision or provision hereof, which shall remain in full force and effect.

7. Limitation of Liability. Neither Declarant, nor the Association, nor any member of the Board, or the Architectural Committee shall be personally liable to any person for any act or omission in carrying out their duties, whether set forth herein or implied by law, with regard to the Property or any part thereof, except for such person's willful misconduct. Without limiting the generality of the foregoing, neither the Declarant, nor the Association, nor any member of the Committee or the Board shall be personally liable to any person for any discretionary approval, disapproval of, or failure to approve, any matter submitted for approval; for the adoption of any rules, regulations or guidelines; for the enforcement or lack of enforcement of any of the restrictions or assessments contained in this Declaration; or for any loss or damage resulting from the criminal acts, other wrongful acts or omissions or negligence of any other person. The Association shall maintain public liability insurance in such amounts as the Board shall deem reasonably necessary from time to time.

8. Covenants Running with the Land. All provisions of the Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of any Lot.

By accepting a deed to any Lot, each future grantee or any Lot shall be deemed to have personally consented and agreed to the provisions of this Declaration. The provisions of this Declaration shall not benefit or be enforceable by any creditor of the Association other than the Declarant. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies, nor shall any such delay or failure be construed as a waiver of any violation or default. No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or effect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall effect any rights or remedies that any other person or entity may have.

9. Construction. Whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, this Declaration has been executed this 29 day of March, 2005.

RED TAIL RIDGE, LLC

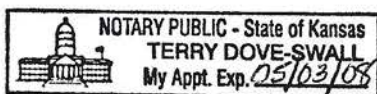
By: [Signature]
Rod Barnes, Member

By: [Signature]
Mary Barnes, Member

STATE OF KANSAS)
) ss
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 29th day of March, 2005, before me, the undersigned, a notary public in and for the county and state aforesaid, came Rod Barnes, Member, and Mary Barnes, Member, of Red Tail Ridge, LLC, a Kansas limited liability company, who are personally known to me to be the same persons who executed, as such officers, the foregoing Declaration on behalf of said limited liability company, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



My Appointment Expires:

05/03/08

[Signature]
Notary Public