

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE RESERVE**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS is made and entered into as of this 24th day of January, 2014, by Grand Mere Development, Inc., a Kansas corporation (herein called the "Developer").

WITNESSETH:

WHEREAS, Developer is the record owner of that certain real property situated in the City of Manhattan, Riley County, Kansas, described as follows:

Lots 1 through 7, and Tract A, The Reserve, an Addition in the City of Manhattan, Riley County, Kansas; and

WHEREAS, Developer desires to submit and subject the Community, together with all buildings, improvements, and permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights contained herein; and

WHEREAS, Developer deems it desirable to establish easements, covenants, conditions, obligations, and restrictions upon the Community and each and every portions thereof with respect to the proper use, occupancy, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Community; and

WHEREAS, Developer deems it desirable for the efficient management of the Community, to create the Association which shall exercise the powers of: (i) administering and enforcing the easements, covenants, conditions, and restrictions set forth herein; (ii) collecting and disbursing funds pursuant to the assessments, spending procedures, and charges hereinafter created; and (iii) performing such other acts as are herein provided for which generally benefits its Members, the Community, or the owners of any interests therein; and

WHEREAS, The Reserve Community Association, Inc., a Kansas corporation not organized for profit, has been or will be incorporated under the laws of the State of Kansas for the purpose of exercising such powers and functions; and

WHEREAS, Developer desires and intends that the Owners, mortgagees, mortgagors, occupants, and all other Persons hereafter acquiring any interest in the Community shall at all times enjoy the benefits of, and shall hold their interest subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights herein set forth, all of which are declared to be in furtherance of a plan to promote and protect the Community.

Book: 858 Page: 281



Riley County Scanning Label



Debra J. Register
Register of Deeds
Riley County, Kansas
Book: 858 Page: 281
Receipt #: 182278 Total Fees: \$100.00
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NOW, THEREFORE, Developer for the purposes above set forth, declares that all property within the Community shall hereafter be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which shall run with the land and be binding upon all property within the Community and all parties having or acquiring any right, title, or interest in or to any property within the Community, or any part thereof, and shall inure to the benefit of and be a burden upon each Owner and each Member of the Association.

Article I **Definitions**

The terms used in this Declaration shall have the meanings as defined below:

- 1.01 "Assessments" shall include the following:
- A. "Regular Assessment" shall mean the amount which is to be paid by each Owner as such Owner's share of the Common Expenses of the Association.
 - B. "Special Assessment" shall mean: (i) a charge against a particular Owner directly attributable to such Owner to reimburse the Association for costs incurred in bringing the Owner or Owner's Lot into compliance with the provisions of this Declaration, the Design Standards, or the Association Rules; (ii) any other charge designated as a Special Assessment in this Declaration, the Association Rules, or Design Standards; and (iii) attorneys' fees and other charges payable by such Owner as a Special Assessment pursuant to the provisions of this Declaration.
- 1.02 "Association" shall mean The Reserve Community Association, Inc., a Kansas not for profit corporation established for the primary purpose of enforcing the covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, and other provisions contained herein.
- 1.03 "Association Articles" shall mean the articles of incorporation establishing the Association as a not for profit corporation under Kansas law.
- 1.04 "Association Board" or "Board" shall mean the Board of Directors of the Association.
- 1.05 "Association Bylaws" shall mean the bylaws governing the Association.
- 1.06 "Association President" shall mean the duly elected or appointed President of the Association.
- 1.07 "Association Rules" or "Rules" shall mean the rules and regulations, if any, adopted by the Association.

- 1.08 "City" shall mean the City of Manhattan, Kansas, a municipal corporation of the State of Kansas.
- 1.09 "Common Expenses" shall mean the costs incurred by the Association in conducting activities for which the Association is responsible pursuant to the terms hereof. Common Expenses shall include, but not be limited to, the following:
- A. the cost of maintenance, management, operating, repair, and replacement of all areas and facilities within the Community that are owned, maintained or operated by the Association;
 - B. unpaid Assessments;
 - C. the cost of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, superintendents, attorneys, and employees;
 - D. the cost of utilities to common areas owned by the Association (including, but not limited to water and electricity, which are provided directly to the Association and not individually metered or assessed by Lot), landscaping maintenance, snow removal, and other services which generally benefit and enhance the value and desirability of the Community and which are provided by the Association;
 - E. taxes of any nature owing by the Association and the cost of any insurance maintained by the Association;
 - F. reasonable reserves for contingencies, replacements, and other proper purposes as deemed appropriate by the Association;
 - G. the cost of bonding which may be required with respect to any person handling the funds of the Association;
 - H. costs incurred by the committees established by the Association, the Association Articles, the Association Bylaws, the Association Board or the Association President;
 - I. the common maintenance expense described as Association Maintenance Responsibilities, as defined in Article VII herein; and
 - J. the costs of any other item or items to be provided or performed by the Association pursuant to this Declaration or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.
- 1.10 "Community" shall mean Lots 1 through 7, and Tract A of The Reserve, an Addition in the City of Manhattan, Riley County, Kansas.

- 1.11 "County" shall mean Riley County, Kansas.
- 1.12 "Developer" shall mean Grand Mere Development, Inc., a Kansas corporation, its successors and assigns, or any person or entity to whom or which Developer's rights hereunder are assigned in writing.
- 1.13 "Declaration" shall mean this Declaration and any amendments thereto.
- 1.14 "Design Standards" shall mean the rules, regulations, restrictions, architectural standards, and construction guidelines herein designated as such and as otherwise which may from time to time be adopted by Developer or the Design Review Committee, as the case may be.
- 1.15 "Design Review Committee" or "DRC" means the committee provided for in the Master Declaration.
- 1.16 "Lot" shall mean a subdivided lot within the Community as shown on the applicable recorded Plat.
- 1.17 "Master Association" means the Grand Mere Property Residential District Master Association, a Kansas corporation not organized for profit, its successors and assigns, which shall be responsible for implementing the terms of the Master Declaration.
- 1.18 "Master Declaration" means that certain Declaration of Easements, Covenants, Conditions, and Restrictions for the Grand Mere Property Residential District Master Association and any amendments thereto or modification thereof.
- 1.19 "Member" of the Association shall mean any Person who or which is a record Owner of a fee or undivided fee interest in any Lot. If such Owner is or includes a Person other than an individual, an individual designated in writing must be designated by the Owner to be the Member representative. A Member of the Association shall not include any Owners who have sold their interest under executory contract. During such time as the contract is enforced, the contract vendee shall be considered to be the Member. When more than one Person holds an interest in a Lot, all such Persons shall be Members of the Association.
- 1.20 "Native Grass" shall mean the natural prairie grass areas that are located upon each Lot and upon Tract A.
- 1.21 "Owner" shall mean the Person or Persons owning a Lot.
- 1.22 "Person" shall mean an individual, corporation, partnership, trustee, or other entity capable of holding title to real property, and his, her, or its respective heirs, representatives, successors, and assigns.

- 1.23 "Plat" shall mean the plat of the Lots comprising the Community as recorded in the Office of the Register of Deeds of Riley County, Kansas.
- 1.24 "Record" or "Recording" shall mean an instrument of record in, or the act of recording an instrument with, the Office of the Register of Deeds of Riley County, Kansas.

Article II Declaration

- 2.01 Establishment of the Community. In accordance with the provisions of the Master Declaration, Developer hereby establishes the Community and this Declaration to govern the design, maintenance, use, and occupancy of Lots and improvements within the Community. In the event of any conflict between this Declaration and any provision of the Master Declaration, the Master Declaration shall control unless the Master Declaration has a less restrictive provision that is in conflict with the Declaration provision, in which event the more restrictive provision shall control.

Article III The Association

- 3.01 Formation of Association. The Association has been, or will be, organized as a non-profit corporation for a perpetual term under the laws of the State of Kansas.
- 3.02 Purpose of the Association. The Association shall be responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, and operation of the Community, including taking such action as is necessary for the assessment of expenses, payment of losses, disposition of casualty insurance proceeds (if any), and other matters as provided in or contemplated by this Declaration, the Association Articles, the Association Bylaws, the Association Rules or Design Standards.
- 3.03 Duties of the Association. In addition to the duties delegated to the Association by the Association Articles and Association Bylaws, and without limiting the generality thereof, the Association shall have the following duties:
- A. Insurance. To obtain and maintain in force appropriate policies of insurance, which shall include without limitation, directors and officers liability coverage with a limit of not less than one million dollars (\$1,000,000) for claims for personal injury and/or property damage arising out of a single occurrence.
 - B. Taxes and Assessments. To pay all taxes and assessments which are or could become a lien on any property of the Association.
 - C. Budget. To create a budget for each accounting year of the Association, other than the Association's first accounting year. A budget shall be proposed and adopted by

the Association Board on an annual basis. Prior to the adoption of said budget: (1) all Members must receive notice that the Association Board is proposing said budget at least ten (10) days in advance; (2) a copy of the proposed budget must be available to any Member who requests it; and (3) Members must be given a reasonable opportunity to comment on the proposed budget before the Association Board adopts the budget.

- D. Records. To, upon reasonable written request and during reasonable business hours, make available for inspection by each Owner and Member the books, records (including but not limited to minutes of meetings), and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Association Articles, Association Bylaws, Association Rules, and Design Standards. The Association shall retain copies of the following records for a period of five (5) years: (1) all receipts and expenditures; (2) minutes of all meetings except for executive sessions of the Association Board; (3) names of all Owners and/or Association Members, in alphabetical order, with addresses; (4) the Declaration, Association Bylaws and Association Rules; (5) names and addresses of current members of the Association Board; (6) the Association's most recent annual report, if any; (7) copies of current contracts to which the Association is a party; (8) records of architectural approvals, if any; and (9) ballots, proxies and other records relating to voting by Members for one (1) year after the election, action or vote to which they pertain. The Association must also retain copies of all financial statements and tax returns of the Association for a period of three (3) years. Notwithstanding the foregoing, the Developer shall be under no obligation to make its own books and records available for inspection by the Association, or any Owner, Member, or other Person.
- E. Association Rules. To adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate. However, prior to adopting, amending or repealing any Association Rules, the Association Board shall notify the Members of its intent and shall provide the text of the proposed Association Rule and the date on which the proposed Association Rule shall be considered. The Association Rules may not unreasonably or unlawfully discriminate among Owners and Members. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each Member in the same manner established in this Declaration for the delivery of notice pursuant to Article XI, Section 11.02 below. Upon completion of the notice requirements, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and Members, and all other Persons having any interest in, or making any use of, the Association, whether or not actually received thereby. After adopting, amending or repealing any Association Rule, the Association Board shall provide the Members with a copy of the text of the change. The Association Rules, as adopted, amended, or repealed,

shall be available at the principal office of the Association to each Owner, Member, or other Person reasonably entitled thereto, upon request. In the event any conflict between any provision of the Association Rules and any provisions of this Declaration or the Association Articles or Association Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration or such Association Articles or Association Bylaws to the extent of any such conflict.

- F. Enforcement. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of the Declaration, the Association Articles, the Association Bylaws, the Association Rules or Design Standards.

3.04 Association Membership, Meetings and Voting Rights.

- A. Each Owner shall be a Member of the Association, as set forth in Article I, Section 1.19 above. A membership in the Association shall be inseparable from the Lot to which it applies and may not be transferred separately from such Lot.
- B. The Members must meet at least annually at a time, date and place in accordance with the Association Bylaws.
- C. Each Lot shall be entitled to only one (1) vote in the Association, the number of Owners notwithstanding. The percentage of votes necessary for decisions and actions of the Association shall be set forth in the Association Bylaws. When more than one Person owns a Lot, the vote for such Lot shall be exercised as they among themselves determine and they shall designate and register with the secretary of the Association the name of that Person entitled to cast such vote, but in no event shall more than one vote be cast with respect to any one Lot.

3.05 Board of Directors of the Association.

- A. The affairs of the Association shall be conducted by the Board as herein provided and in accordance with the Association Articles and Association Bylaws. Each director shall be an Association Member.
- B. Meetings of the Board must take place at least twice per year at the Association's principal office or at a location convenient for the Members during the period of the Developer's control of the Association as set forth in Article III, Section 3.11 below, or once per year otherwise. Meetings of the Association Board and its committees must be open to the Members.
- C. Notwithstanding the foregoing, the Association Board may not perform any of the following acts: (1) amend the Declaration, except as provided by law; (2) amend the

Association Bylaws; (3) terminate the Association; (4) elect a member or members of the Association Board except to fill vacancies on such board until the next election of members to the Board; and (5) determine the Board's qualifications, powers, duties, or terms of office.

- 3.06 President's Determination Binding. In the event of any dispute or disagreement between any Owners, Association Members, or any other Person subject to this Declaration, relating to the Community, or any question of interpretation or application of the provisions of this Declaration, the Association Articles, Association Bylaws, any Association Rules or other rules of the Association, or any Design Standards, the determination thereof by the President shall be final and binding on each and all of such Owners, Association Members, or Persons. The President may, at his or her election, delegate the resolution of such dispute or disagreement to the Board or a committee appointed by the Association President.
- 3.07 Association Management. The Association shall have the authority to employ a manager or management company to assist the Association with its duties. Any manager or management company employed by the Association shall have such authority as the Board may so delegate.
- 3.08 Indemnification. To the fullest extent permitted by law, every director and every officer of the Association, and the members of the DRC, and Developer (to the extent a claim may be brought against Developer by reason of its appointment, removal, or control over Board directors, officers, or DRC members) shall be indemnified by the Association, and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may be a party, or in which such person may become involved, by reason of such person's being or having served in such capacity on behalf of the Association whether or not such person is a director, an officer, or a member of the DRC, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such officer, director, member of the DRC or other Person, or Developer, did not act, fail to act, or refuse to act willfully, fraudulently, criminally or with gross negligence, in the performance of his or her duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled at law or otherwise.
- 3.09 Non-Liability of Officials. To the fullest extent permitted by law, neither Developer, the Association President, any directors or officers of the Association, any DRC member, nor any other Members or committees of the Association shall be liable to any Association Member or any Owner or other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, or negligence, made in good faith and

believed to be within the scope of his or her duties.

- 3.10 Mediation and Binding Arbitration. In the event of a dispute with the Association President's decision as elsewhere provided herein, between one or more of the Owners, Members, the Association or any other Persons subject to this Declaration, relating to any question of interpretation, or application of the provisions, of this Declaration, or any Association Rules unless otherwise agreed by all parties to the dispute or disagreement, the parties shall submit the dispute or disagreement to a mutually acceptable mediator or, if there is no mutually acceptable mediator, then to a mediator selected by the Association Board. If such mediator is unable to mediate the dispute or disagreement to the satisfaction of the parties involved, the dispute shall be submitted to binding arbitration through the American Arbitration Association under its rules and procedures then in effect for disputes or disagreements of such nature or, in the absence of any such standard rules or procedures, then under such rules and procedures as it designates. The costs of such mediation or arbitration shall be assessed against the parties to such process. Notwithstanding and in addition to the foregoing, disputes between any of the parties set forth above shall mandatorily be submitted to non-binding alternative dispute resolution (in the form of mediation as set forth above or otherwise) as a pre-requisite to filing a lawsuit.
- 3.11 Developer's Control of the Association. Developer shall maintain absolute and exclusive control over the Association and the DRC, including appointment and removal of the Association President and all other officers of the Association, all directors of the Board, and all members of the DRC, until the earlier of the following: (i) at such time as Developer chooses to turn over the operation of the Association to the Association; (ii) at such time ninety-five percent (95%) or more of the Lots in the Community (as the Community exists from time to time) have been sold by Developer to third parties; or (iii) twenty (20) years from the date of the execution of this Declaration. Until such time, only Developer will be entitled to cast any votes with respect to the election and removal of Association officers or directors and members of the DRC, or any other matter requiring the vote or approval of Association or DRC members. Developer voluntarily may (but shall not be required to) at any time relinquish all or any part of Developer's control and rights by written instrument without affecting any rights of control not relinquished.

Article IV

Assessments, Creation of Lien, and Personal Obligation

- 4.01 Assessments in General. Each Owner (not including any mortgagee as long as it is not the Owner), by and at the time of acceptance of a deed or other conveyance of an interest in a Lot, is deemed to personally covenant and agree to pay the Association all Assessments then due and unpaid to the time of acquiring title and all such charges thereafter falling due under such Owner's ownership.
- 4.02 Regular Assessments.

- A. Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be determined by the Association.
 - B. The Association shall create a budget for the each fiscal year, approved by the Board, estimating the total Common Expenses to be incurred by such Association for such fiscal year. The budget shall also set forth the amount of the Regular Assessments to be paid by each Owner. Initial Regular Assessments shall be One Hundred Fifty Dollars (\$150.00) per year per Lot, subject to increases or decreases as provided in this Article IV, Section 4.02. This assessment is in addition to the assessment levied by the Grand Mere Master Association.
 - C. If the Association subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, the Association President shall then immediately determine the approximate amount of such inadequacy and, with the approval of the Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of the Regular Assessment to be paid by each Owner for the balance of the year, and the date or dates due. Each Owner shall be notified of the additional amount required to be paid and the due date of such payment, and each Owner shall pay the additional amount when due. If the total Regular Assessments for a current year exceed the actual Common Expenses, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year.
- 4.03 Special Assessments. Special Assessments shall be levied by the Association against an Owner to reimburse the Association for:
- A. Costs incurred in bringing an Owner or the Owner's Lot into compliance with the provisions of this Declaration, the Association Articles, Association Bylaws, or the Association Rules.
 - B. Fines levied or fixed by the Association Board as provided herein.
 - C. Attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration, the Association Articles or Association Bylaws, or the Association Rules.
 - D. Any other charge designated as a Special Assessment in this Declaration, the Association Articles, Association Bylaws, or the Association Rules.

The Association Board may propose and adopt a Special Assessment at any time, but all Members must receive notice of such Special Assessment at least ten (10) days in advance of such proposed adoption. A copy of the proposal for such Special Assessment must also be

available to any Member who requests it. Members must be given a reasonable opportunity to comment on the Special Assessment before the Association Board takes action to adopt a Special Assessment.

- 4.04 Exempt Property. All properties owned by Developer and all properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority shall be exempt from the Assessments provided herein.
- 4.05 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to an Owner upon the Owner's closing on a Lot, and shall be due on an annual basis, payable to the Association in advance.
- 4.06 Time and Manner of Payment; Late Charges and Interest. If an Assessment is not paid within thirty (30) days after its due date, each such Assessment shall have added to it a late charge equal to ten percent (10%) of the amount of Assessment and thereafter bear interest, until payment of such Assessment, at the rate of eighteen percent (18%) per annum or at such other rate as may be established from time to time by the Association. The Board may, in its discretion, waive any late charge and/or interest in any instance without prejudice to other instances. A delinquent Owner shall, to the extent allowed by then applicable law, be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency.
- 4.07 Lien for Delinquent Assessments. The Assessments, together with interest thereon, late charges, attorneys' fees, and court costs, and other costs of collection thereof, as provided herein, shall be a continuing lien and encumbrance upon the Owner's Lot against which the Assessments are made as well as a personal obligation of the Lot's Owner. The personal obligation for delinquent payments shall not pass to an Owner's successor unless expressly assumed by him. If an Owner shall consist of more than one Person, the obligations of the Owner for the payment of Assessments on such Owner's Lot shall be joint and several.
- 4.08 Right of Association to Enforce Payment of Assessment. By the acceptance of title to a Lot, each Owner shall be held to vest in the Association the right and power to prosecute all suits legal and equitable or otherwise that may be necessary or advisable for the collection of such Assessment(s). The Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and other expenses reasonably incurred in enforcing the rights hereunder.
- 4.09 Enforcement of Lien. Any lien provided for in this Declaration may be foreclosed by the Association in any manner provided, or permitted, for the foreclosure of real property mortgages or homes association liens in the State of Kansas. In the event the Association seeks to enforce any lien provided for in this Declaration, the Association shall record an Affidavit of Nonpayment of Regular or Special Assessment in the Office of the Register of Deeds of Riley County, Kansas, stating: (i) the legal description of the property upon which the lien is claimed; (ii) the name(s) of the Owner(s) of said property last known to the

Association; and (iii) the amount of the Regular or Special Assessment which is unpaid. The Association may commence foreclosure proceedings within five (5) years of the date of recording of such an affidavit.

- 4.10 Homestead Waiver. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or documentation associated herewith, the benefit of any redemption, homestead, or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.

Article V **Insurance**

- 5.01. Authority to Purchase. The Association shall purchase and maintain all required insurance upon the real estate owned by the Association. Such policies and endorsements thereon, or copies thereof, shall be deposited with the Association. The Association shall make the same available to the Members in order to permit the Members to determine which particular items are included with the coverage on the Association. If they so desire, any Owners or Members may insure themselves as they see fit if any risks which they wish to have covered are not insured by the insurance purchased by the Association.
- 5.02. Member's Responsibility. It shall be each Owner's responsibility to purchase, at his or her own cost, such insurance as he or she deems appropriate for his or her own Lot, improvements thereon, furnishings and personal property therein, personal property stored elsewhere, personal liability, and such other insurance which the Owner desires.

Article VI **Architectural and Landscape Control**

- 6.01 Design Review Committee. The Reserve Community Association shall utilize the Design Review Committee (DRC) established by the Master Association.
- 6.02 Review Process.
- A. Construction, placement of landscaping, or improvement on any Lot, including but not limited to site preparation, excavation, grading, walls, fences, or tree removal shall not commence until the proposed improvement plans for the dwelling house or other structure have been submitted and approved by the DRC. Review shall be coordinated with the required governmental approvals. All submissions to the DRC shall be made within the time periods established by, and in a format approved by, the DRC. Generally, improvement plans will include, but are not limited to: (i) site plan including property lines, easements, and location of proposed dwelling house; (ii) floor plan(s) indicating wall lines and overall structure dimensions; (iii) elevation views of all four sides; (iv) roof and ground lines; (v) exterior building materials including, but not limited to, the colors of such materials; and (vi) landscape plan.

- B. The DRC shall act on the submitted, complete, proposed improvement plans as soon as possible, but not later than ten (10) working days after submittal. If the DRC does not take any action within that specified time period, the plan(s) shall be deemed approved. Approval of the plans by the DRC in no way abates or depletes compliance with or procurement of any approvals, permits, licenses, codes, or ordinances which may be required by the City, County or the State of Kansas, now or in the future.
 - C. Anyone having submitted plans for the DRC's approval may appeal the DRC's decision before the full Board, which, having granted such an appeal shall approve, overturn, or modify the DRC's decision.
 - D. Notwithstanding anything in this Declaration to the contrary, Developer shall have sole discretion regarding deciding any architectural proposal submitted during the period that Developer has voting control of the Association and the DRC.
- 6.03 Interpretation and Waiver. The interests of Developer and the DRC, as the case may be, in reviewing site and building designs are to assure that a high quality of compatible development is consistently achieved. In order to meet special situations that may not be foreseen, it may be desirable from time to time for Developer or the DRC, as the case may be, to allow variances of certain requirements. Such variances shall not be considered precedent setting. All approvals and consents of Developer or the DRC, as the case may be, shall be in writing, and oral approvals or consents shall be of no force or effect.
- 6.04 Developer/DRC Authority. The Developer or its representatives, any member or authorized consultant of the DRC, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot, after reasonable notice to the Owner, in order to inspect improvements constructed or being constructed on such Lot to ensure that such improvements have been, or are being, built in compliance with the plans and specifications approved by the DRC, the Design Standards, and this Declaration.
- 6.05 Developer/DRC Limits of Liability. By its approval of plans and specifications, Developer or the DRC, as the case may be, shall not be deemed to have warranted or approved the same for engineering design safety, or for compliance with zoning, health and building ordinances; by approving such plans and specifications neither the DRC, the members thereof, the Association, any of its Members, its officers, its Board nor the Developer or its designated representatives assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the DRC, any member thereof, the Association, any of its Members, its officers, its Board nor the Developer or its designated representatives shall be liable to any Owner or other Person for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (ii) the construction or performance of

any work, whether or not pursuant to approved plans, drawings, and specifications; or (iii) the development, or manner of development, of any property within the Community. Anyone submitting plans to Developer or the DRC, as the case may be, for approval and any other Owner agrees that he or she will not bring any action or suit to recover any damages against Developer or its designated representatives, the DRC or any member thereof, or the Association, any of its Members, its officers, or its Board.

6.06 Authorized Builder. As part of the plan review and approval process, the DRC shall approve the choice of the Owner's general contractor. Such contractor shall be licensed by the City of Manhattan, and be of good character and reputation. An Owner shall not be allowed to act as his or her own general contractor, unless such Owner is indeed a licensed contractor.

6.07 Design Standards. The following design standards for all dwelling units ("Homes") built upon any Lot in the Community are hereby established for the Community:

A. Building Design.

1. Homes shall have a minimum total finished living area on the main floor of not less than two thousand one hundred (2,100) square feet. For purposes of the preceding sentence, the finished living area shall not include open porches, garages, or any area not attached to the main structure. Homes shall not contain more than a total of nine thousand (9,000) square feet unless authorized by the Manhattan Fire Department. The nine thousand (9,000) square feet limitation shall include garages and unfinished spaces.
2. Homes must be of "on site" or "stick built" construction.
3. Homes shall be faced on all sides with quality materials, including, but not limited to, brick, stone, wood, concrete fiber siding, or stucco. The use of vinyl and Masonite materials is prohibited. All stone must be natural; manufactured stone is prohibited.
4. All materials on the exterior of the home shall terminate at inside corners, and not stop on-edge at outside corners.
5. If shutters are used, they shall be the same size or larger than the windows, and either be functional or appear functional.
6. All windows shall be trimmed.
7. Colors, textures, and architectural details shall be in harmony with the overall aesthetics of the real property subject to the Master Declaration. Extremely contemporary, overly bold, or potentially offensive colors, patterns, and textures are prohibited.

8. Roofs shall be composed of slate, metal, tile, or architectural grade asphalt shingles rated at thirty (30) years or more. Uniform roof styles and pitches are encouraged. Flat roofs are prohibited.
9. Window air conditioning and/or heating units are prohibited.
10. Deck columns shall be substantial, avoiding the appearance of "toothpick" supports. Twelve inch (12") minimum dimensions are recommended.

B. Site Design.

1. Driveways from Homes to the street shall be constructed of concrete or other durable material as otherwise approved by the DRC.
2. Outbuildings, detached garages, storage buildings, pool houses, and gazebos, are permitted only with DRC approval. Such approval shall be given only if the outbuilding is architecturally compatible with the Home on a particular Lot.
3. All outdoor mechanical devices such as air conditioners shall be screened from public, the golf course, and neighbors' view by appropriate landscape elements. In general, enclosure fencing along property lines is discouraged, but when approved by the DRC must be constructed of metal, picket style material, black in color. No chain link, wire, PVC piping, or wood panel materials will be permitted.
4. Mailboxes will be placed as dictated by the United States Postal Service. All mailboxes shall comply with the mailbox design standards stipulated in the Master Declaration.
5. Landscape plans shall be submitted to the DRC for review prior to planting. All lawns shall be irrigated with an underground sprinkler system. Any landscape beds containing plant materials that require supplemental watering in the Kansas climate shall also be irrigated. Initial establishment of lawn areas may be by sodding or seeding; however, if seeding is chosen, the activity must occur at prime seeding times and shall be done in a professional, workmanlike manner to assure a good, quick stand.
6. No long-term, outdoor parking of recreational vehicles, boats, campers, and similar items is allowed. All such vehicles shall be stored in a garage.
7. All utilities (except as otherwise specifically set forth herein) shall be underground.

Article VII
Covenants, Conditions and Restrictions for Maintenance

- 7.01 Lot and Dwelling Site Maintenance. Except with respect to common-area care and maintenance to be performed by the Association, each Owner shall keep the Lot owned by such Owner and all improvements thereon in good order, condition, and repair, including, but not limited to, the maintenance, repair, and replacement of all structures, buildings, and other improvements; roofs, gutters, down spouts, exterior building surfaces, and other exterior improvements; any enclosed courtyards, decks, and the interior of the residence, including all appliances, heating and air conditioning equipment, and plumbing; exterior doors, windows, glass walks, chimney flues and structural items, patios, porches, steps, lawns, driveways and sidewalks appurtenant to such Lot, all in a manner and with such frequency as is consistent with good property management. Each Owner shall be responsible for routine sweeping and leaf removal from driveways, sidewalks, decks, and patios which are appurtenant to his or her home. Each Owner shall be responsible for all weed control or crabgrass removal. Each Owner shall be responsible for treating driveways and sidewalks upon each Lot to ensure such areas are kept free from ice buildup. Each Owner shall be required to pay for monthly trash and refuse pick-up. Each Owner's obligation hereunder shall commence upon the acquisition of such Owner's Lot.
- 7.02 Association Maintenance and Services: The Association shall be responsible for certain maintenance. All maintenance not described in this Article VII, Section 7.02 as specifically an Association Maintenance Responsibility shall remain a responsibility of an individual Lot Owner. Association Maintenance Responsibility includes the following:
- A. Native Grass Maintenance. The Association shall be responsible for the maintenance of the Native Grass on Tract A. This includes the picking up of trash and/or debris that may accumulate in and upon such Native Grass.
 - B. Street Maintenance. There are two (2) private streets located within the Community that provide access to the Lots within the Community (the "Streets"). The Association shall be solely responsible for all of the maintenance of the Streets from the point at which the Streets connect to the public street to the end of the travel easement, as set forth on the Plat. Such maintenance shall include, but shall not be limited to, the upkeep, maintenance and repair of any defects in the driving surfaces, crack sealing should it become necessary, and treatment or removal of ice and snow, and any pavement marking or street signing for the Streets that may be required by the City. All general maintenance obligations with regard to the Streets, including, but not limited to, trash and debris removal, sweeping and any other aesthetically-related upkeep shall also be the responsibility of the Association. The Association shall contract with a private contractor for the timely treatment or removal of snow and ice from the Streets. The Association's obligation to remove snow shall commence as determined in the sole discretion of the Association's President, but

shall mandatorily occur when snow accumulates on the Streets and/or is expected to accumulate on the Streets to an average of over two inches (2") in depth, and/or additional accumulation is expected in the immediate future.

- C. Association Easement. Developer hereby establishes and reserves to itself, its successors and assigns, and the Association, an easement over, under and across, the Community for the benefit of each Lot Owner, for the purposes of executing any of the powers, rights or terms of this Declaration, the Association Articles, or the Association Bylaws.
- 7.03 Enforcement. If, in the opinion of Developer or the Association, as the case may be, any Owner fails to perform such duties or otherwise breaches such Owner's obligations, Developer or the Association, after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right (in addition to any other rights and remedies available at law or at equity) but not a duty, through its agents and employees to enter upon the Lot(s) involved and to repair, maintain, repaint, remove, and restore such Lot(s) or such improvements or otherwise bring such Lot(s) or such improvement into conformity herewith and the cost thereof shall be a personal obligation of such Owner and a Special Assessment, which may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question, shall be levied against such Lot(s).

Article VIII

Covenants, Conditions and Restrictions for Use and Occupancy

- 8.01 General. The use of a Lot which violates any laws or regulations of the City, the County or the State of Kansas shall not be permitted.
- 8.02 Master Declaration Covenants, Conditions and Restrictions. The Master Declaration's Covenants, Conditions and Restrictions are hereby fully incorporated into this Declaration and shall be deemed to be in full force and effect as if they were set forth in full herein. In the event of an inconsistency between this Declaration and the Master Declaration, the more restrictive covenants, conditions and restrictions for use and occupancy shall apply.
- 8.03 Swimming Pools. No above-ground swimming pool shall be placed upon or installed in any Lot.
- 8.04 Holiday Lights. Holiday lights may be displayed from November 15 through January 30. Holiday lights must be taken down by January 30.
- 8.05 Yard Art or Sculpture; Lawn Ornaments. All forms of yard sculpture, "yard art," or lawn ornamentation must be approved by Developer or the DRC, as the case may be. There shall be no painting of curbs, steps, the public street, driveways, or other site amenities with logos, address numbers, advertising messages, or slogans.

- 8.06 Flagpoles. Freestanding flagpoles are prohibited.
- 8.07 Outside Antennae and Satellite Dishes. Television or radio antennae are prohibited. The size and placement of satellite dishes must be approved by the DRC. Notwithstanding the foregoing, all satellite dishes must be ground-mounted in a landscaped portion of a Lot. Roof-mounted satellite dishes are prohibited.
- 8.08 Native Grass. Any and all Native Grass that shall be present upon any Lot shall not be disturbed or altered from such Native Grass' natural state, except as necessary to build a Home upon a Lot, and any approved landscaping, driveways, and any outbuildings thereon. Notwithstanding the foregoing, Owners are permitted and encouraged to remove trash, debris and clutter from the Native Grass on a regular basis to enhance the aesthetic appeal of the Community. In addition, Owners are permitted and encouraged to develop and carry out a maintenance plan for the Native Grass. Such plan may include appropriately timed, periodic mowing, and selective chemical treatment of undesirable vegetation that encroaches into the Native Grass. Prescribed, controlled burning is acceptable, but only with the necessary permits from governmental authorities. Any such burning shall be done in cooperation with Colbert Hills Golf Course, neighbors in The Reserve, and property owners adjacent to those in The Reserve.
- 8.09 Propane Tanks. Propane tanks and/or tanks containing similar substances (e.g., natural gas, butane, etc.) that are installed on the exterior of any Home and/or located on any Lot shall be screened by a structure composed of masonry material that is similar to the masonry material located on the Home appurtenant to such tanks. Such propane tanks and/or tanks containing similar substances shall not exceed twenty-five (25) gallons in capacity. There shall be no more than two (2) propane tanks and/or tanks containing similar substances per Home. The installation and retention of all propane tanks and/or tanks containing similar substances, including the installation and design of any screen as described above, shall be subject to the inspection and approval of the Manhattan Fire Department and must also be approved by the DRC.
- 8.10 Basketball Goals. Any basketball goals shall be free standing, and not attached to the home.
- 8.11 Signs. No sign of any kind shall be displayed to the public view, or from any lot, or any Common Area, without approval of the DRC, except for the following temporary signs:
- A. Such signs as may be used by the Developer or Grand Mere Realty in connection with the development and sale of lots;
 - B. Such signs as may be required by legal proceedings, or the prohibition of which is precluded by law;
 - C. Such signs as may be required for traffic control;
 - D. Such signs advertising a lot as being for sale, except that sign must be located only on the lot to be sold, no real estate signs shall be placed in the Common Area, and only

- one real estate for sale sign shall be placed on a lot;
- E. Signs promoting political candidates, but only 30 days before and 5 days after the day of election;
- F. Signs identifying the general contractor associated with the home construction. Only one sign per lot is allowed, and it shall not exceed 5 square feet in total area, or be more than 3 feet in height; and
- G. The Developer or Community Association has the right to remove any sign that violates these sign conditions, and to remove signs erected on the right-of-way, within the travel easements, on Common Area, or on private property.

Article IX

Remedies

- 9.01 General Remedies. If any Person(s) within the Community shall violate, attempt to violate or default upon any of the covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, or other provisions contained herein or in the Master Declaration, it shall be lawful for Developer, any Owner, the Association, the Master Association, and/or any other Person owning any of the aforesaid Lots, to prosecute, together or separately, any proceeding at law or in equity against the Person(s) violating or attempting to violate such covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, or other provisions for the purpose to either prevent such Person(s) from doing so or to recover damages for such violation(s). Any Person authorized under this Article IX, Section 9.01 may prosecute such violations or attempted violations for injunctive relief, for enforcement or foreclosure of any lien herein provided, for damages, for specific performance, for judgment for payment of money and collection thereof, or for any combination of remedies.
- 9.02 Association Remedies. In addition to the remedies available in Article IX, Section 9.01 above and set forth in the Master Declaration, if any Person(s) within the Community shall violate or attempt to violate any of the covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, or other provisions contained herein, it shall be lawful for Developer, the Association or the Master Association as the case may be, within reason, to suspend Association and/or Master Association services and privileges with respect to such Person(s) and/or to impose fines against such Person(s). Any fines so imposed shall be a personal obligation of and shall be charged to and assessed against such Person(s) violating or attempting to violate the provisions of this Declaration and/or the Master Declaration as a Special Assessment and shall be subject to Article IV above.
- 9.03 Legal Action. In addition to any other remedies available under this Article IX, but subject to the alternative dispute resolution provisions provided in Article IV, Section 4.11 above, if any Owner (either by Owner's conduct or by the conduct of any Occupant of such Owner's Lot or family member, guest, invitee, or agent of such Owner) shall violate any of the provisions of this Declaration, the Master Declaration or any other document contemplated hereby, as then in effect, then the Association, the Master Association, the Developer, or any affected or aggrieved Owner, shall have the power to file an action against the defaulting

Owner for a judgment, or injunction against the Owner or such other Person requiring the defaulting Owner or any other Person to comply with the provisions of this Declaration, or any other document contemplated hereby, and granting other appropriate relief, including money damages. Further, in the event of judicial proceedings concerning the Association unrelated to enforcement of the Declaration, the Association Articles, Association Bylaws or Association Rules, the Association shall promptly provide notice to the Members of such proceedings.

- 9.04 Expenses of Enforcement. Any Person authorized under this Article IX to prosecute violations or attempted violations shall have the right to include in such Person's claim for relief a reasonable sum to reimburse such Person for the court costs, attorneys' fees, and other expenses reasonably incurred in enforcing the rights hereunder. All expenses of Developer, the Master Association or the Association incurred by exercising the enforcement rights of this Article, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest therein until paid at the judgment rate of interest, shall be charged to and assessed against such Owner or other Person in violation of or attempting to violate the provisions of this Declaration, and shall be a Special Assessment against such Owner or other Person, and the Association and/or the Master Association shall have a lien as provided in this Declaration. Failure by any Person authorized under this Article IX, Section 9.04 to enforce any covenant, condition, restriction, lien, assessment, privilege, right, or other provision herein shall in no event be deemed a waiver of the right to do so thereafter.
- 9.05 Limitation of Remedies. Notwithstanding the provisions of this Article IX, the Master Association and the Association, by and through the Association Board or otherwise, shall not have the power to: (1) deny any Owner access to his or her Lot; (2) suspend any Owner's right to vote for Association purposes, except on financial issues; and (3) withhold services from any Owner that would endanger such Owner's health and/or safety.

Article X

Term and Amendment

- 10.01 Covenants Running with the Land. The covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, and other provisions of this Declaration shall run with the land and shall be binding upon all parties hereto and on all Persons claiming under them until the year 2070, after which time the said covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, and other provisions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4) of the Owners of the Lots has been recorded agreeing to change said covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, and other provisions of this Declaration in the whole or in part, it being understood that an Owner, with the exception of Developer, shall be entitled to cast as many votes as he or she may own Lots in said Community.

- 10.02 Amendment by Developer. Amendments to this Declaration made prior to the date that Developer turns over operation to the Association shall become effective when approved in writing by Developer and recorded in the Office of the Register of Deeds of Riley County, Kansas; provided, however, that such amendment shall not materially affect the right of any then-existing mortgage holder or Owner. Developer reserves the right to correct errors that would prevent the covenants, conditions, restrictions, liens, assessments, easements, privileges, rights, and other provisions contained herein from running with the land, and any such amendments shall not be construed as materially affecting the right of any then-existing mortgage holder or Owner.
- 10.03 Amendments. Amendments to this Declaration, other than those made in accordance with Article X, Section 10.02 above, shall be proposed in the following manner:
- A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.
 - B. A resolution adopting a proposed amendment may be proposed by any Owner and may be adopted by a majority vote of the Members of the Association.
 - C. A copy of each amendment shall be filed of record with the Office of the Register of Deeds of Riley County, Kansas.

Article XI

Miscellaneous; Rights and Obligations

- 11.01 Exemption of Developer from Restrictions. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Developer, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale, or leasing of the Lots, or any part of the property owned by Developer.
- 11.02 Notice. Notices provided for in this Declaration, the Association Bylaws, or the Association Rules, shall be in writing and shall be addressed to the Association at the address specified in the Association Bylaws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Members at such time. All notices to Members shall be to the last mailing address and/or electronic mail address of a Member designated by such Member and shown on the records of the Association. In the absence of such a designation by a Member, notice may be given by hand delivery, U.S. Mail or commercial delivery service, electronically, or any other method reasonably calculated to provide notice to such Member. Any Member may designate a different address or addresses for notice to it by giving written notice of its change of address to the Association. Notices addressed as set forth above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment

thereof. In the interest of establishing a reasonable method of communication between the Association and the Members, or between Members, the Association shall provide the designated mailing address and/or electronic mail address of all Members to any Member who shall request such information.

- 11.03. Rights and Obligations. Each grantee of the Developer or of any Owner, by the acceptance of a deed of conveyance and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each person acquiring a membership in the Master Association or the Association, and the heirs, successors, and assigns of the foregoing, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, and reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of any such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract, or instrument evidencing or creating such interest.

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Signature Page**Grand Mere Development, Inc.****Declaration of Easements, Covenants, Conditions and Restrictions for The Reserve**

IN WITNESS WHEREOF, Developer has executed this Declaration this 24th day of January, 2014.

GRAND MERE DEVELOPMENT, INC.,
a Kansas corporation

By: Mary L. Vanier
Mary L. Vanier, President

DEVELOPER

ACKNOWLEDGMENT

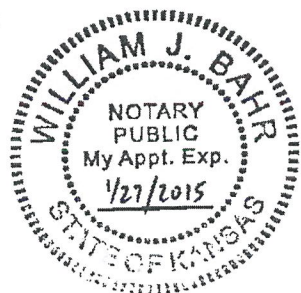
State of KANSAS, County of RILEY, ss:

BE IT REMEMBERED on this 24th day of January, 2014, before me the undersigned, a notary public in and for the county and state aforesaid, came Mary L. Vanier, President of Grand Mere Development, Inc., a Kansas corporation, said person being known to me to be the same person who executed the above instrument and acknowledged the same to be her voluntary act and deed for and on behalf of said corporation, as Developer.

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

WJBAHR
Notary Public

My appointment expires:



Signature Page**Approval of the Master Association****Declaration of Easements, Covenants, Conditions and Restrictions for The Reserve**

IN WITNESS WHEREOF, the foregoing Declaration of Easements, Covenants, Conditions and Restrictions are hereby approved by the Master Association in accordance with Article II of the Master Declaration on this 24th day of January, 2014.

**GRAND MERE PROPERTY
RESIDENTIAL DISTRICT MASTER
ASSOCIATION**, a Kansas corporation not
organized for profit

By: Mary L. Vanier
Mary L. Vanier, President

MASTER ASSOCIATION

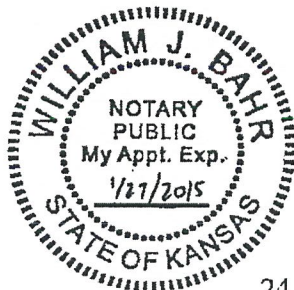
ACKNOWLEDGMENT

State of KANSAS, County of RILEY, ss:

BE IT REMEMBERED on this 24th day of January, 2014, before me the undersigned, a notary public in and for the county and state aforesaid, came Mary L. Vanier, President of Grand Mere Property Residential District Master Association, a Kansas corporation not organized for profit, said person being known to me to be the same person who executed the above instrument and acknowledged the same to be her voluntary act and deed for and on behalf of said corporation, as Master Association.

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

My appointment expires:



William J. Bahr
Notary Public