WATERCRESS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES

THIS WATERCRESS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES ("Declaration") is made effective the 1st day of January, 2005, by Walker, Lane & Reed Development, LLC (hereinafter referred to as the "Developer") and consented to and adopted by:

WITNESSETH, THAT:

WHEREAS, Developer and the undersigned conveying and adopting parties deem it desirable to adopt and establish covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined); and

WHEREAS, it is desirable to establish binding covenants, conditions and restrictions applicable to the Property for the proper development thereof, adequate maintenance and government of the Watercress Common Area (as hereinafter defined), and to specify the rights and obligations of the Developer and the Owners (as hereinafter defined); and

WHEREAS, the Association (as hereinafter defined) will be incorporated for the purpose of exercising certain powers and functions hereunder; and

WHEREAS, Developer will convey title to all of the Lots (as hereinafter defined), subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Developer hereby covenants, agrees and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all the Property described herein and the Owners thereof, their successors and assigns.

ARTICLE I
DEFINITIONS

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

1.1 "Articles" shall mean the Articles of Incorporation of the Association which shall be filed in the office of the Secretary of State of Kansas, as such Articles may be amended from time to time.

1.2 "Association" shall mean and refer to the Watercress Homeowners' Association (or such other corporate name as the Developer shall hereafter select), a nonprofit corporation, incorporated under the laws of the State of Kansas, its successors and assigns.

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

1.4 "Bylaws" shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.

1.5 "Community Areas" shall mean each separate residential phase or area within the Property, as designated from time to time by the Developer, or its successors or assigns. The Community Areas shall be comprised of:

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

1.7 "Developer" shall mean Walker, Lane & Reed Development, LLC, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term "Developer" as used herein shall hereafter refer to both the Developer and all successor developers unless the context clearly means otherwise.

1.8 "H.O.A. Costs" shall mean the actual costs of owning, operating, maintaining, repairing and replacing the Watercress Common Area and improvements therein including taxes and special assessments thereon.

1.9 "Watercress Common Area" shall mean those portions of the Property pledged for the common use and enjoyment of the Members of the Association at the same is changed from time to time by amendment pursuant to Section 3.4 below, as follows:

Reserves A, B, C, D, F, G, H, I, J, K, L, and M as amended from time to time, Watercress 1st Addition, and


1.10 "Lot" shall mean and refer to each platted Lot within the Property upon which there may be constructed a residence, provided, that where land has been attached to or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a Lot hereunder. Two or more Lots which are combined into a single residential site shall be deemed one "Lot" hereunder, but shall be obligated for two assessments and dues and entitled to two votes in all Association matters.

1.11 "Member" shall mean and refer to every person or entity who or which is an Owner of a fee or undivided fee interest in any Lot, but not including any Owner who has sold such Owner's interest in a Lot under an escrow contract, installment for deed contract, or similar agreement and who
no longer has possession of such Owner's Lot. During the time any such contract is in force, the contract vendee shall be considered to be the Member rather than the contract seller. When more than one person holds an interest in a Lot, all such persons shall be Members.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 "Property" shall mean and refer to all of the property described as Watercress Common Area and the following Lots, together with, or excluding, such other land added or removed by the terms of this Declaration. Lots 1-33, Block 1, Watercress Addition:
   Lots 1-47, Block 2, Watercress Addition
   Lots 1-11, Block 3, Watercress Addition
   Lots 1-36, Block 1, Watercress Retreat, Second Addition
   Lots 1-3, Block 2, Watercress Retreat, Second Addition
   Lot 1, Block 3, Watercress Retreat, Second Addition

1.14 "Patio Home Area (The Villas)" shall mean the Lots within the Watercress Patio Home Community Area (The Villas), and as such areas are redesignated, modified, reduced or added to from time to time by the Developer or the Association pursuant to this Declaration.

1.15 "Structure" shall mean and include any improvement (other than trees, shrubbery, hedges and landscaping), the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, sign, mailbox, fence, greenhouse or outhouse, covered or uncovered patios, decks, fascias, railings, materials, swimming pool, tennis court, sport court, basketball court, light pole, clothesline, radio or television antennas, fenceline, curbing, paving, a wall more than two feet (2') in height, satellite dish, signboard and other related structure. "Structure" shall also include (i) an excavation, fill, ditch, diversion dam or anything else which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot other than in accordance with drainage guidelines, standards and plans established by the Developer, DRC, any governing body having jurisdiction over the property or the Lot-specific drainage plan referred to in Section 5.24, whichever is most stringent.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

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

2.2 Voting Rights. All Members, so long as they qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. Each Member of the Association shall have one (1) vote for each Lot owned by the Member, subject to the following exceptions and conditions:

A. When any Lot is owned or held by more than one (1) Member as tenants in common, joint tenants or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot, and if such Members cannot jointly agree as to how that vote should be cast, then the vote shall be cast fractionally, proportionate to each Member's ownership interest.

B. Any Member who is in violation of this Declaration (including, but not limited to the failure to timely pay assessments or other sums due hereunder), as determined by the Board, shall not be entitled to vote during any period in which such violation continues. The Board shall be the sole judge of the qualifications of each Member to vote and the right to participate in meetings and proceedings of the Association.

C. Notwithstanding the foregoing, Developer shall be entitled to fifteen (15) votes for each Lot owned by it.

D. The Board shall adopt such bylaws, consistent with the terms hereof, the Articles and the laws of the State of Kansas, as it deems advisable for any meeting of Members with regard to proof of membership in the Association, evidence of right to vote, voting procedures, registration of Members for voting purposes, voting by proxy and such other matters concerning the conduct of meetings and voting as it shall deem proper.

2.3 Formation. Developer shall form the Association following recordation hereof, and shall convey the Watercress Common Area to the Association prior to the date Developer fully transfers its rights under Section 2.4 below, by special warranty deed, in an "AS IS" condition, subject to all covenants, right-of-way, and terms for non-delinquent ad valorem taxes and special assessments.

2.4 Initial Operation. Notwithstanding the provisions of this Declaration, the operation of the Association and the Board shall be within the absolute and exclusive control of the Developer until such time as Developer transfers the operation thereof by written notice thereof to the other Owners. During the operation of the Association and the Board by Developer, Developer may perform and exercise any and all rights and obligations hereunder related to the Association, or the Board. Further, the appointment of the members of the DRC, pursuant to Section 8.2 hereof, shall be made by Developer until such time as Developer fully relinquishes such right by written instrument delivered to the Board.

2.5 Board of Directors. All actions of the Association shall be taken on its behalf by the Board, except in instances (a) when a vote of the Members is specifically required by this Declaration, the Articles, or the Bylaws, and (b) the initial operation thereof by Developer pursuant to Section 2.4 above.

ARTICLE III
PROPERTY RIGHTS IN THE WATERCRESS COMMON AREA: MAINTENANCE

3.1 Members' Easements of Servitudes. Every Member shall have a right and nonexclusive easement in and to the Watercress Common Area, and each easement shall be appurtenant to and shall pass with every Lot, subject to the following provisions and to the other provisions of this Declaration:

A. The right of the Board to establish uniform rules and regulations regarding the activities on or uses of the Watercress Common Area and to restrict or eliminate activities or uses thereof;

B. The right of the Board to limit the number of guests of Members;

C. The right of the Board, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Watercress Common Area and facilities and to mortgage the Watercress Common Area, provided that the rights of such mortgages shall be subordinate to the rights of the Members;

D. The right of the Board to suspend the use of the Watercress Common Area and any recreational facilities thereon by a Member and family and guests for any period during which any assessment against the Lot remains unpaid and delinquent, and for a period not exceeding sixty (60) days for any infraction of the rules and regulations of the Association. The Board shall have the right to
ARTICLE IV

COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.1 General Assessments. For the purpose of providing funds for the operation of the Association, and for operating, maintaining, curving, insuring, improving and conducting such other activities and taking such other actions pertaining to the Watercrest Commons Area as the Association shall deem appropriate, and to afford the Association the means and resources necessary to carry out its rights, duties and functions, the Board shall have the right, in each year, but subject to the exemptions provided below, to assess against each Lot, and the Owner(s) thereof, a general assessment, which general assessment shall subject each lot to a lien to secure payment thereof; provided, that each of the Villas shall be assessed equally for the Association's actual expenses incurred in providing the Villas' lawn care, lawn fertilization, mowing (but not inside a fence), snow removal, and trash removal. The general assessment shall be paid annually or quarterly, as specified by the Board from time to time. The amount of the initial general assessments shall be established by Developer and shall commence on the date specified by Developer upon notice to the Owners either personally delivered or mailed to the Owner's last address known to Developer. The assessments for any partial year shall be prorated. Subject to the exemptions specified herein, the obligation of each Owner to pay assessments hereunder shall commence on the date title is conveyed to such Owner and is not dependent upon there being a residence erected thereon.

4.2 Basis of Assessment, Exemptions, Transfer Assessment, Provision.

A. Except in regard to the Villas, pursuant to Section 4.1, all general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners, except that (i) in view of the substantial expenditures incurred by Developer in connection with the Watercrest Commons Area, Developer, and any properly licensed general contractor owning a Lot for the purpose of constructing a residence therein or offering the same for sale, shall be exempt from imposition of any assessment, whether general or special, with respect to any Lot so long as Developer or such contractor holds legal title thereto (provided, the assessment exemption for such general contractors shall not extend beyond twelve (12) months from the date an applicable Lot or convened to such contractor and shall cease if the Lot and residence therein is occupied for residential purposes).

B. At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to Two Hundred Dollars ($200.00); provided, the requirement to pay such a fee shall not apply to:

   1. The transfer by Developer to an affiliated entity, or the transfer of Developer’s interest as developer of the Property;
   2. The transfer of title to any Lot to a properly licensed general contractor for purposes of constructing a residence therein for the purpose of offering the same for sale.

C. In the event any Lot would be subject to a general or special assessment in any calendar year, if it were not for an exemption available under subparagraphs A and/or B immediately above, at such time as such exemption in no longer in effect during such calendar year, the applicable assessment shall be prorated for such year (based on the remaining portion of such year) and be paid by the then Owner.

4.3 Limitations on General Assessments.

A. Subject to subparagraph B below, the maximum general assessment for any year may not be increased to an amount which is more than thirty percent (30%) above the general assessment for the previous year.

B. The assessment for any year may be increased to an amount greater than the amount permitted by subparagraph A above only upon the affirmative vote of the Members holding more than one-half of the total authorized votes represented at a duly called meeting, who are voting in person or by proxy.
C. The Board may not fix the annual assessment at an amount in excess of the amounts permitted hereunder.

Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot to cover its duties and other functions and purposes contemplated hereunder. No such special assessment shall be levied except with the approval of Members holding at least two-thirds of the votes of the Members present, in person or by proxy, at a meeting duly called for the purpose of approving the same. Further, the Board shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach results in an expenditure by the Association for repair or remedy of such breach. Any special assessments shall be payable in full (unless a schedule for payment in installments is specified by the Board) on the first day of the second calendar month next following the date that the same shall be established by the Board.

Collection and Expenditure. The Association shall have the sole authority to collect and enforce the collection of all general and special assessments, provided for in this Declaration, and may, in addition to such assessments, charge and assess costs and expenses, including attorneys' fees, and penalties and interest, for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided for in this Declaration and the Articles and Bylaws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Assessments and Lien. Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, the same shall be and become delinquent and shall automatically constitute a lien on the applicable Lot and shall continue the amount of said charge and assessment, together with all costs, late fees, fines, penalties and interest and any attorney fees as herein provided, have been fully paid or otherwise satisfied. The Association may cease to provide all and any of the services provided by or through the Association with respect to any Lot during any period that an Owner is delinquent in the payment of any sum due under this Declaration, or to any other default hereunder, and no such cessation shall result in a reduction of any amount due from the Owner before, during or after such cessation. No claim of the Association for assessments or other charges due hereunder shall be subject to setoffs or counterclaims made by any Owner.

Notice of Delinquency. At any time after any general or special assessment against any Lot has become delinquent, the Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs, including attorneys' fees and expenses, late fees and late fees, which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association. Upon payment or other satisfaction of such delinquency, the Association shall record a notice of satisfaction of lien, hereby waiving, to the extent of any liens created pursuant to this Declaration or documentation associated therewith (whether such liens are now in existence or are created at any time in the future) the benefit of any redemption, homestead or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.

Right of Association to Enforce Payment of Assessment. By the acceptance of title to a Lot, each Owner shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of assessments, charges, fees or fines, and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or documentation associated therewith (whether such liens are now in existence or are created at any time in the future) the benefit of any redemption, homestead or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.

Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. Each current and future Owner hereby consents to the foreclosure procedures specified in this Article. In any action to foreclose any such lien, the Association shall be entitled to its costs and expenses, including attorneys' fees and expenses, and such late fees, fines and accrued interest for delinquent charges and assessments as shall have been established by the Association. The Developer and/or the Association shall have the right to bid on a Lot at the foreclosure sale. The foreclosure proceedings with respect to liens established pursuant to this Declaration, may be foreclosed at any time within three (3) years following the filing of the Notice of Delinquency, provided, if at the expiration of such three (3) year period the lien shall continue until payment in full or TERMINATION of the lien and sale of the applicable Lot.

Subject to Section 4.10, the purchaser of a Lot at the foreclosure sale shall have the right to purchase any unpaid assessments up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefore; however, any prospective purchaser upon written request shall be entitled to a statement from the Board setting forth the amount of unpaid assessments against the seller, and such purchaser shall not be liable for, nor shall the Lot to be conveyed be subject to a lien for, any unpaid assessments against the seller in excess of the amount stated in said statement.

Subordination of Mortgages. Each and every lien and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been, or may hereafter be, given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

Personal Liability. In addition to the covenants and agreements hereinafore set forth herein, each Owner of each Lot, by the acceptance of a deed, therefore, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of all general and special assessment, late fee, interest and fine levied against such Lot during the period of ownership and for all other payment obligations specified in this Declaration.

Late Fee and Interest on Delinquent Assessments. In the event assessment charges (general or special), fine or other sums due under this Declaration shall remain due and unpaid thirty (30) days after the same are due the Owner shall be charged a late fee of five percent (5%) of the unpaid amount and the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, or such other rate as may be established from time to time by the Board, provided, however, that the Owner shall never exceed the maximum allowed by law.

Duties/Use of Funds. The Association assessment fund shall be used for such of the following purposes as the Board shall determine necessary and advisable for improving, maintaining, repairing and replacing the Watercrest Common Area, which responsibilities include, but are not limited to expenses incidental to the proper operation, maintenance, repair and replacement of any recreation or facilities located within the Watercrest Common Area, including any recreation structures or improvements, for collecting and disposing of garbage and rubbish, for employing security services (if the Board elects to do so), for caring for vacant property (including the mowing of vacant Lots not owned
by Developer), for removing grass or weeds, for street cleaning, for street lights, street signs, and snow removal, for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the Membership of the Association, for purchase of insurance, for fees, expenses and costs incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; for doing any other thing necessary or advisable for the general welfare of the Owners, or for any other purpose within the purposes for which the Association is incorporated.

4.14 Fines. The Board shall have the authority to assess fines for any violation of this Declaration by an Owner, which fines shall be determined in the sole discretion of the Board, provided, a fine may not exceed fifty (50) dollars ($50.00) per day of violation unless unanimously approved by all members of the Board. Prior to assessing such fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Owner, specifying the violation. If the noncompliant Owner fails to cure the violation within twenty (20) days following the mailing of such notice by the Board, or if there is a recurrence of the violation during such twenty (20) day period, then in addition to any other liability or obligation arising under this Declaration, the Board may assess a fine against the noncompliant owner and his Lot in an amount determined by the Board to be appropriate in its discretion, which shall be paid within ten (10) days following the date notice thereof is given to such Owner by written notice deposited in the mail to the Owner’s address last known to the Board, or personal delivery thereof to the residence of such Owner. Until paid in full, the amount of such fine shall constitute a lien on the noncompliant Owner’s Lot, and shall be subject to enforcement and foreclosure in the same manner as an assessment under this Article 4.

ARTICLE V
USE, OCCUPANCY AND CONDUCT RESTRICTIONS

5.1 General. The Property is subject to the conditions, covenants, restrictions, reservations and assessments hereby declared to ensure the best use and the most appropriate development and improvement of each Lot, to protect the Owners against such improper use of surrounding Lots as will depreciate the value of the Property; to preserve, as far as practicable, the natural beauty of the Property, to guard against the erection therein of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials, to ensure the best development of the Property, to encourage and secure the creation of attractive homes of appropriate size and appearance therein, with appropriate locations thereof on building sites, to secure and maintain proper setback from streets and adequate free spaces between Structures; and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots and the Watercross Common Areas.

5.2 Construction Requirements. Unless otherwise approved by the DRC, which may take into account new products and techniques, the following construction guidelines shall be complied with:

A. Materials. No new basement and roof. As to all Lots except the Villas, but subject to such waivers or Modifications as are permitted by the DRC, the applicable construction requirements shall be as follows:

1. Exterior walls and facings of all buildings, Structures and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, limited wood siding, and pooded approved by the DRC, glass, glass block, vinyl or steel siding, or any combination thereof or as approved by the DRC. Unless otherwise approved by the DRC, at least eighty percent (80%) of the siding or wooden surface of the front elevation of each residence shall be brick, stone or stucco materials. Each residence shall, unless otherwise approved by the DRC, include a paved concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages.

2. All roofs on all building improvements on any Lot shall be made of high grade composition or forms of tile approved by the DRC from time to time.

3. The size and total square feet of each residence must be approved by the DRC and meet the requirements set forth by the DRC from time to time in its sole discretion. Such requirements may vary among the various Community Areas.

4. The Development of Buyer may not build dirt out of Watercross without Developer’s prior approval. In the event excavated dirt which Buyer does not intend to utilize and leaves the site through the Subdivisions, then Buyer agrees to haul such dirt from the Lot to the Subdivision as directed by the DRC. Additionally, Developer shall not be required to pay for any additional dirt, or Buyer is unable to utilize such dirt at another construction site within the Development, then Buyer shall haul such excess dirt out of the Development at the cost to Developer.

5. Construction of home must begin within one (1) year from the date of closing on Lot. If construction has not begun for Owner’s personal home, Owner shall sell and lot back to Developer at the original price, unless Developer has no interest in purchasing the said lot and then Owner may sell said property to the public.

B. Roofs, Pitch and Windows. Unless otherwise approved by the DRC, the minimum pitch of the roof for each residence or other building constructed on a Lot shall be 3/12, except the Villas in which case the Villas may be 6/12. Window frames shall be wood, vinyl or other composition materials as approved from time to time by the DRC.

C. Initial Policy Guidelines. The following initial policy guidelines have been established for Lots, and the same may be waived, changed or revoked from time to time by the DRC without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the DRC to determine current policy guidelines.

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

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

3. Basketball backboards must be permanent, free-standing and shall be either clear glass or acrylic, and shall be first approved by the DRC before installation. All other recreation and play equipment shall be located at the rear of any Lot and must be approved by the DRC.

4. All vegetable gardens shall be in the back yard only. Vegetable and other gardens shall be screened so as to be visible from any other Lot or the Common Areas. No garden(s) on any lot may exceed 400 square feet in area without the prior approval of the DRC.

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

6. All exterior wood surfaces on homes (excluding deck/ing) must be painted, or stained and sealed.
vii. No window shall contain any reflective material provided by anyone other than the original window manufacturer and approved by the DRC.

viii. Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot if so approved by the DRC; provided, that the same shall not exceed one story in height, are allowed by applicable building codes, and are constructed using exterior materials and design characteristics of the residence on such Lot.

ix. All fencemounted stacks in excess of two cords of wood shall be screened from view from neighboring Lots, and no stack shall exceed six feet (6') in height.

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

xi. Within ninety (90) days following substantial completion of a residence on a Lot, but in any event, no later than the planting season immediately following completion of such residence, the Owner thereof shall sod or seed the entire front yard, the side yards and back yard of such residence thereof, and shall plant at least fifteen (15) perennial shrubs and/or bushes and five (5) trees on the Lot, with a minimum of three (3) deciduous trees having trunks at least two inches (2") in diameter measured at a point two feet (2') above ground level and a minimum of two (2) pine or cedar trees at least four feet (4') in height above ground level; a minimum of three (3) of such trees shall be planted in the front yard of such Lot. Specific tree species and location may be required by the DRC.

xii. No zoysia, Bermudagrass or prairie grass lawns (as determined by the DRC) shall be permitted.

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

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

xv. All tennis and sport courts must have a green or black vinyl fence (unless black wrought iron is utilized) and any window screen shall be black or green. No fence may exceed 10 feet (10') in height. Tennis or sport court lighting is not allowed. Tennis and sport courts shall be built in the rear yard portion of any Lot, and shall include such landscape and screening as required by the DRC.

xvi. No storage sheds shall be permitted except as may be specifically approved by the DRC. Any storage shed approved by the DRC must be permanent in nature and shall be constructed using exterior materials and design characteristics of residence constructed on the Lot.

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

xviii. All garages in The Retreat at Watercross must be side loaded, which includes "L" shaped garages, and may include approximately 135' or greater side yardwide loaded garages, if previously approved in writing by the DRC; provided the DRC may (but shall not be required to) approve front loaded garages with acceptable motor court yard walls and screenings.

xix. Mail box Structures shall be approved by the DRC prior to construction.

xx. Trash and refuse container storage areas shall be installed at a location approved by the DRC and shall be screened in a manner approved by the DRC.

5.3 Rules and Regulations:

Each Owner/Occupant shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity, which may be or become a nuisance to the neighborhood shall be carried on upon the Property.

5.4 Damage Prohibited:

No Owner/Occupant shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Watercross Common Area, street right-of-way, or the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot, Watercross Common Area, or street right-of-way in connection with the construction of Structures on such Owner’s Lot, including, but not limited to, damage to lawns, landscapes and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. Owners are hereby advised that DIG SAFE (service which may be consulted in advance of excavation to locate existing utility lines) does not identify sprinkler system lines or other underground electrical or plumbing lines which have been installed and may be owned by the Association or by individual property owners.

5.5 Residences:

No building shall be erected, altered, placed or permitted to remain on any Lot, other than one new single-family residence for private use, with a private garage and other Structures incidental to residential use, which are approved by the DRC as specified herein. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot without the prior written approval of the DRC.

5.6 No Excavations:

No excavations, except as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the DRC.

5.7 No Storage: Trash:

No trash, ash, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

5.8 Home Professions and Industries:

No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Board. The Board, in its discretion, upon consideration of the circumstances of each case, may approve the use of such professional home industry, which is compatible, in the opinion of the Board, with the purpose of the neighborhood and will not be detrimental to the neighborhood.

5.9 Temporary Buildings:

Described to as temporary Structures, no basement of a partially completed residence, tent, shack, garage, barn or outbuilding erected on a Lot covered by this Declaration shall at any time be used for human habitation, temporarily or permanently, nor shall any Structure of a temporary character be used for human habitation.

5.10 Used Houses, Trailers:

No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon the Property, nor shall any trailer be moved, placed or permitted to remain on a Lot subject to this Declaration, provided that Developer may install for construction, administrative and sales purposes a trailer or trailers upon one or more Lots.

5.11 Animals:

No animals, including horses or other domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred or maintained on any Lot, except a reasonable number of commonly accepted household pets approved from time to time by the DRC. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Board. The Board may, from time to time, publish and impose reasonable regulations regulating the type and number of animals that may be kept
on any Lot. Dogs, cats and all other pets or animals shall be confined at all times to the Lot and dogs must be kept on a leash when outside the Lot. No dogs or other animals shall be continually or regularly staked or chained on any Lot.

All domestic pets must be properly immunized as required by applicable ordinances, codes and laws.

5.12 Signs. Except as authorized by the Board, and except for those installed by Developer, its marketing representatives or builders or contractors as authorized by Developer, no signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the Lots; provided, however, that permission hereby granted for the erection of unlighted, temporary, standard sized signs by real estate firms for the sole and exclusive purpose of advertising for sale the Lot and residences upon which it is erected and improvements thereon, if any.

5.13 Sight Lines. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building setback lines established on the plat of the Property. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any Lot corner. Trees, shrubs and other plants which die shall be promptly removed from the Property.

5.14 Antennas. Except as authorized by the DRC, there shall not be erected any external television or radio antennas or permanent clotheline structures, and no Owner shall erect any structures, either permanently or temporarily, upon the Lot, provided notwithstanding the foregoing, an Owner may install within his or her Lot a television satellite dish having a diameter of not more than 24 inches, so long as the location of such dish is satisfactory to the DRC. Should any part or all the restrictions set forth in this Section be unenforceable because the same violate a statute or the First Amendment or any other provision of the United States Constitution, the DRC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections within the Property and any such rules and regulations shall be binding upon all of the Lots and the Owners thereof.

5.15 Vehicles and Trailers. Except as authorized by the Board, no automobile, truck, motorcycle, motorboat, boat, house trailer, boat trailer, or trailer or any vehicle of any type or description may be stored upon any of the Watercress Common Area, nor may any boat, commercially equipped vehicle, boat trailer, house trailer, camper, recreational motor vehicle, camper trailer or similar items be stored or permanently, continually or regularly parked on any street, driveway or in the open on any Lot.

5.16 No Joyriding. Except as otherwise authorized by the Board, motor scooters, minibikes or similar vehicles shall be operated for transportation only, and no joyriding on the streets, or Watercress Common Area shall be allowed except on the designated bike or cycle trail.

5.17 Requirement to Keep Lot in Good Order and Repair. Each Owner shall keep all Lots owned by it, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the trimming, pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood. The Association will provide lawn mowing and lawn fertilization outside the fence to the Villas and will provide the water lines and valves for the sprinkler system connection, but each Owner shall be responsible for the sprinkler heads and controls and control panel on each Owner’s Lot. Furthermore, except as may be otherwise approved by the DRC, each Owner of a Lot other than in the Villas which is contiguous to either a) a street or b) a lake, pond or stream shall install and operate a water sprinkler system, seeded, mowed and otherwise maintain in good, satisfactory condition, a lawn area between the boundary of such Lot and the street and/or lake, pond or stream, as applicable. Each Owner shall keep all improvements on such Owner’s Lot in good order and repair, including painting and other external care. If, in the opinion of the Board, any Owner fails to perform the duties imposed by this Section, the Association, after approval by a two-thirds decision of the Board, and after fifteen (15) days written notice to Owner to remedy the condition, may, at its option, through its contractors and representatives, enter upon the Lot in question and repair, maintain, repaint and restore the Lot or such improvements, and such Owner shall pay the Association for the cost thereof, together with an additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand therefore, which payment shall be a binding personal obligation of each Owner, and the Board may establish a special escrow and lien on such Lot for such cost and charge, together with interest thereon at the rate specified in Section 4.12 above, and enforce the same as provided in Article IV hereof. The lien established as a result of this Section shall be superior to all other liens or encumbrances which may thereafter arise, excepting liens for taxes and other public charges as are by applicable law made superior.

5.18 Division of Lots Prohibited. Except as authorized by the DRC, no platted Lot shall be split or divided into more than one Lot or building sites, but more than one Lot may be used as a building site for one dwelling.

5.19 No Disturbance of Streams. No lakes, pond, stream or water drainage facilities, natural or erected, within the Watercress Common Area shall be disturbed other than by Developer or the Board.

5.20 Boating. Lake Use. Except as permitted by the rules adopted by the Board from time to time, no boat or personal watercraft (motorized or not), raft, canoe or surfboard shall be operated or stored upon any body of water within the Watercress Common Area. Any use of any lake, pond or other body of water shall be strictly in compliance with the rules and regulations adopted from time to time by the Board.

5.21 Fishing. Fishing in any body of water, if any, within the Watercress Common Area will only be permitted at such times and at such places only to the extent, if any, permitted by the rules adopted by the Board from time to time concerning such use.

5.22 Fences. A. Developer may, and hereby reserves the right to, in its sole discretion, construct and install a fence, “living fence” (a combination of trees and other fencing or wall materials), wall or entrance treatment of a style and of materials satisfactory to the Developer, in its sole discretion, within any of the fence or wall easement areas, any entry areas shown on the plat of the Property, within other easement areas established by other easement instruments, or within the Watercress Common Area. With respect to any Lot on which Developer has constructed any entry monument, fence, “living fence” or wall, the Owner(s) may not install or construct any fence or wall which is visible from adjacent streets without the approval of the Developer or the DRC.

B. Fencing may not be installed to the front of a residence constructed on a Lot. No fences shall be constructed or maintained on Lots except for privacy fences immediately adjacent to patios which are appurtenant to a residence and except for black wrought iron or tubular steel fences which do not exceed six feet in height and which are approved by the DRC.

C. All fences shall be approved by the DRC prior to construction or installation on any Lot.

D. All fences installed within drainage ways established by the master drainage and grading plan referred to in Section 5.25 shall have a minimum of four inches (4") clearance above the ground level (other than posts installed in the ground) in order to not divert or disrupt water drainage from the Lot.

E. No fences, wall or tree shall be constructed or installed on any Lot within fifteen feet (15') of the water's edge of any lake located within the Watercress Common Area.

5.23 Model Homes and Real Estate Offices. Notwithstanding anything to the contrary appearing elsewhere in the Declaration, any Lot owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Property (including
5.24 Drainage. From and after the date of commencement of construction of improvements on a Lot, the Owner of such Lot shall cause such Lot to be graded so as to strictly comply with the master grading and drainage plan relating to the Lot. Developer has established a master grading and drainage plan for the Lots, a copy of which is recorded in the office of the Register of Deeds, and each Owner shall strictly comply with the same. No Owner shall place or install any structures, including, but not limited to, trees, shrubbery, landscaping, sand boxes, gardens, and retaining walls, in any drainage easement or channel. The DRC or person designated by the DRC shall have the right to enter upon any Lot for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans. A determination by the DRC concerning whether or not a Lot is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and, provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the DRC under this Section 5.25 upon the specific request of any Owner and, in the event Developer so overrides a specific decision of the DRC, any subsequent reference in this Section 5.25 to the DRC shall refer to the Developer in lieu of the DRC as to the specific decision in question. In the event that any of the DRC determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the DRC shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If fifteen (15) days after the notice of such violation, or such additional time as may be specified by the DRC, the Owner of such Lot shall not have taken reasonable steps to correct the same, the DRC shall have the right, through its agents and contractors, to enter the Lot and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such compliance and pay the Association a fine equal to twenty percent (20%) of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Board may thereafter enforce a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in Article IV hereof. Developer recommends that any time a Lot is surveyed by an Owner, whether in connection with mortgage financing or otherwise, that the surveyor verify that the grading and drainage pins located in the rear of the Lot are at the elevations required by the master drainage plan referred to above. It shall not be Developer's obligation to enforce compliance with the master grading and drainage plans. The DRC and the Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to finish grading and drainage plan or for any approved lot drainage and grading plan or for the DRC or the Developer not requiring a lot drainage and grading plan or compliance therewith or for the quality of supervision of any such building. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

5.25 Turf and Vegetation. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

5.27 Artificial Vegetation. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

5.28 View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any Structure, planting material or other item on any other part of the Property, which is permitted by this Declaration, because such Structure, planting material or other item obstructs any view from such Owner's Lot.

5.29 Erosion, Water Pollution Control Permits and Related Matters. Compliance With Laws. Each Owner shall comply strictly with any law or ordinance regarding erosion or runoff, including, if applicable, a Stormwater Pollution Prevention Ordinance, the Kansas Water Pollution Control General Permit And Authorization To Discharge Stormwater Run-Off From Construction Activities Under the National Pollutant Discharge Elimination System or similar ordinance or law adopted by the city or other governing body having jurisdiction over the Property. Each permit, law, and regulation, together with laws and ordinances of the city and county in which the Property is located, require that erosion and sediment control measures be implemented in connection with construction activities on such Lot, including, but not limited to, site work such as clearing, excavating, and grading the Lot, in order to eliminate or substantially reduce stormwater discharge, the discharge of pollutants and water quality violations. Significant penalties may be imposed in the event activities on any Lot are not conducted in full compliance with the aforesaid permit, laws, regulations and ordinances. Each Owner agrees to conduct activities, including construction activities, on his or her Lot in accordance with this Declaration, and all laws, rules, regulations, and ordinances now or hereafter in effect, including, but not limited to, those referred to above, and shall indemnify and defend the Developer and the Association from any consequences of such Owner's or his contractors' or subcontractors' failure to so comply, including but not limited to all damages, liabilities, fines, penalties and costs and expenses (including reasonable legal fees and expenses).

5.30 Water Levels in Lakes and Ponds. There is no assurance that lakes, ponds and other bodies of water within the Property, if any, shall continue in the future to contain water levels consistent with the levels existing on the date hereof and, in fact, such lakes, ponds and bodies of water may at some point in the future become dry or substantially empty of any water. Neither Developer, the Association, the Board nor any officer or employee of Developer or the Association shall have any liability or responsibility to Owners for any change in the water levels in such lakes, ponds, or bodies of water, including if such bodies of water become dry or substantially empty of water.

5.31 Mowing Assessment. In addition to the annual general assessment, any Lot on which a residence has not been constructed or the Lots on which the Lots have not been completed as of January 1st of each year, shall pay an annual assessment of $50.00 per Lot for each calendar month during the mowing season between the date the same is acquired by an Owner other than the Developer of a residence thereon, in order to partially reimburse the Developer or the Association for the cost of periodically mowing such Lot so that it remains in a sightly condition, provided, such cost may be increased or decreased from time to time by Developer or the Association based on the actual mowing costs. The assessment is hereby established to permit the Developer, the Association and contractors of either to enter upon a Lot for mowing prior to completion of a residence thereon.
5.32 Approved Builder Marketing Fee. Any Owner desiring to construct the initial residence and related improvements on a Lot must obtain Developer’s written approval concerning the building contractor, which approval shall be made in Developer’s sole discretion based on the experience and history of the contractor in connection with construction of residences within subdivisions of comparable quality with the Property. Each approved builder must execute a builder’s agreement on terms satisfactory to Developer prior to commencement of construction. Buyer is hereby informed that, among other things, an approved builder is required to contract with Developer to pay a fee (the “Fee”) based on (a) the original sales price of the Lot in the initial sale by the Developer and (b) the aggregate costs of initially constructing and completing the residence, garage and related improvements on the applicable Lot, which Fee shall be paid at the time of substantial completion of such initial residence, and related improvements or no later than five (5) days prior to the occupancy thereof, whichever occurs first. The specific calculation of the Fee is included as part of the initial sales contract concerning a Lot.

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

5.34 Lawns and Trees. No tree having a diameter of two inches (2") or more (measured from a point two feet (2’) above ground level) or more than four feet (4’’) in height, nor any shrub or bush having a total diameter or height more than twenty-four inches (24”) shall be removed, or shall be trimmed or pruned in such a way that it is unattractive in the opinion of the DRC, on any Lot without the express written authorization of the DRC, except if such tree or shrub is substantially diseased or damaged or except as may be reasonably required for the installation, maintenance, repair or replacement of underground utility lines. The DRC may designate certain trees, regardless of size, as not removable without written authorization.

5.35 Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition, in accordance with the master drainage plan, all drainage channels and swales located on any Lot owned by such Owner. In the event storm drains are installed within any Lot, the Owner thereof shall maintain the drain inlets so they are not obstructed. Any drainage channels and swales at the roadside shall be grassed, unless other vegetation or material is approved by the DRC.

5.36 Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Board. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance, repair, and replacement of a private residence and improvements related thereto.

ARTICLE VI
THE ASSOCIATION

6.1 Powers, Duties and Rights.
A. The Association shall have the rights and powers as set forth in its Articles and Bylaws together with all powers of a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.
B. The Association shall have, water, fertilize, mow and keep clean the portion of the Watercross Common Area which are to be maintained by it hereunder. It further shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer or the Association.
C. The Association shall maintain such insurance on the Watercross Common Area, and facilities, thereon, and liability and other types of insurance as the Board deems necessary and advisable.
D. The Association may use excess funds from the Watercross Monies in any manner that it shall find to be necessary, desirable or beneficial to the interest of the Watercross Common Area and the Members.
E. The Association shall have the right to create and establish reserves for the repair, restoration or replacement of the portion of the Watercross Common Area to be maintained by it hereunder and any improvements thereon.
F. The Association, through the Board, shall have the right to adopt, and modify from time to time, such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Property and for the health, comfort, safety, enjoyment and general welfare of the Owners and occupants of Lots and those using the Watercross Common Area.
G. The Association, through the Board, shall be empowered to determine the manner and extent of operating, maintaining, improving, regulating, moving, trimming and keeping clean the portion of the Watercross Common Area to be maintained by it hereunder.
H. The Board may select from time to time a single company to provide trash removal service for all residences on the Lots and shall notify the Owners of the Lots within ninety (90) days after such company is selected, each Owner shall begin to utilize the company identified by the Board to provide trash removal service at such Owner’s Lot and continue to use such company exclusively until such time as the Board designates a different trash service company or notifies the Owners that it is no longer necessary for all Owners to utilize the same trash removal service company. Each Owner shall be responsible for paying all costs and fees associated with trash removal service related to such Owner’s Lot. In the event of any dispute and from time to time the Board determines to change the company providing such trash removal service for the Lots, the Board shall at least ninety (90) days in advance of such change and on or before the expiration of such ninety (90) day period, each Owner shall switch its service exclusively to the other company specified by the Board.
I. The Board shall have the authority to assess fines for any violation of the provisions contained in this Declaration. Prior to assessing any fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Owner. If the noncompliant Owner fails to cure the violation within fifteen (15) days following the mailing of such notice by the Board or if there is a recurrence of the violation during that fifteen (15) day period, then in addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant Owner and its interest(s) in an amount determined by the Board to be proper in its discretion and until paid in full, the fine shall accrue interest at the rate of fifteen percent (15%) per annum, shall constitute a lien on the noncompliant Owner’s Lot, and shall be subject to enforcement and foreclosure in the same manner as a special assessment as referred to in Article IV of this Declaration.
J. The Board shall have the right to employ on behalf of the Association, third parties as security and/or enforcement personnel (which personnel shall have the right to determine whether violations of rules or regulations have occurred).

6.2 Operations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and the Board may engage accountants, legal counsel and other consultants as may be reasonably necessary for the discharge of its duties hereunder.

6.3 Taxes and Assessments. Each Owner shall pay the taxes or assessments assessed against such Owner’s Lot and personal property located thereon prior to delinquency.

6.4 Repair and Restoration of Improvements on Watercross Common Area. Should any improvements on any portion of the Watercross Common Area, or any part or portion thereof which is to be maintained by the Association, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair or replacement thereof, and, so long as there are sufficient insurance proceeds collected as a result of such damage or destruction, the same shall be done substantially in accordance with the original plans and specifications for
the improvement of same. The repair and restoration work referred to in this Section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced, the same shall be pursued diligently to completion. Notwithstanding the foregoing, in the event that any such wall, fence, fence, hedge or landscaping within the Watercress Common Area shall be damaged or destroyed through the intentional misconduct or negligence of any Owner, or such Owner’s family members or invitees, including, but not limited to, failing to correct faulty drainage or improper use of weed killer, such Owner shall be responsible for the cost of replacement or repair thereof.

ARTICLE VII
EASEMENTS AND ACCESS CONTROL

7.1 Public Utility, Floodway, and Drainage Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway and drainage of Lots and in the Watercress Common Area are dedicated as shown on the recorded plat of the Property or by separate instrument.

7.2 Some Easements Not Shown on Plat. Owners should not rely on the plat of the Property to determine the location of utility or other easements or rights-of-way. Such easements or rights-of-ways are often created by separate instruments not shown on the plat and are disclosed on each Owner’s title insurance policy if they exist at the time Owner purchases the Lot.

7.3 Easements in Favor of Developer and Association. Developer specifically reserves unto itself, its successors and assigns, and for the Association, in connection with the use, operation, construction of improvements and amenities, and maintenance of the Watercress Common Area, together with street rights-of-way, as provided herein and improvements thereon or therein, a perpetual, nonexclusive easement and right-of-way over the Lots, Watercress Common Area, and such street rights-of-way, including, but not limited to, constructing, maintaining, moving, repairing, replacing and rebuilding water sprinkler systems, including water lines, water wells, sprinkler controls, and electric mains and lines, underground pipelines, ditches and/or mains for the purpose of transporting gas, water, sewage and electricity over, across through, and under Lots and Watercress Common Area, together with the right to excavate and level ditches and/or trenches for the location of said wells, lines, pipes, drains and/or mains. Additionally, Developer specifically reserves unto itself, its successors and assigns, and for the Association, a perpetual, nonexclusive easement and right-of-way to enter upon any Lot at reasonably necessary in order to construct, maintain, improve, repair and/or replace any entrance treatment, fence, wall, walkway, water sprinkler system (including water wells, sprinkler controls, and electric meters and lines associated therewith), or any signage pertaining to the serving the Watercress Common Area, or the residential development within any wall, utility and/or drainage easement shown on the current or any future plat of the Property, or located on a Lot but, due to oversight, not actually located in the appropriate easement area. Developer may have installed a sign advertising development on a Lot or within the Watercress Common Area prior to the sale of such Lot or transfer of the Watercress Common Area to the Association. Developer, its successors and assigns, hereby retain an easement for the placement, and replacement, of any such advertising sign until all Lots have been sold by Developer or its successors and assigns.

ARTICLE VIII
DESIGN REVIEW COMMITTEE: ARCHITECTURAL CONTROL

8.1 Committee. A Design Review Committee ("DRC") shall have responsibility for the review, approval or disapproval of plans relating to the construction of Structures on each Lot. The DRC shall establish minimum above-ground living area and basement square footage requirements for residences to be constructed on a Lot with standards to be revised from time to time by the DRC. The DRC shall review, approve or disapprove all matters pertaining to the construction and completion of the initial residence and related Structures on each Lot and approve or disapprove all specifications, plans and other matters pertaining to financing. drainage matters as referenced in Section 5.25 above and elsewhere; and following completion of the initial residence and related Structures on a Lot, all specifications, plans and other matters for remodeling the initial residence and related Structures, including landscaping, and any additional new Structures to be constructed on such Lot.

8.2 Membership. The members of the DRC shall be up to three (3) persons, to be appointed by Developer until Developer relinquishes such right as referred to in Section 2.4 above. Upon the death or resignation of any member of the DRC, or in the event Developer desires to replace any member, Developer shall appoint a successor. The decision of a majority of the DRC shall be binding, provided, the DRC may delegate its rights and responsibilities hereunder to one or more of its members from time to time.

8.3 Approval Required of Plans and Specifications. Except as otherwise specifically provided in this Declaration, prior to construction of the initial residence and related Structures on a Lot, no Structure shall be commenced, erected, placed, moved or permitted to remain on such Lot, unless plans and specifications, grading elevations, square footage, exterior materials, roof elevations, location, general landscaping plans, and exterior color scheme, therefore shall have been submitted to and approved in writing by the DRC. Subsequent to construction and completion of the initial residence and related Structures on a Lot, no existing Structure upon any Lot may be remodeled or altered in any manner as materially changes the exterior appearance thereof (including exterior color scheme) or Lot grading plan, nor shall any new Structure be placed on such Lot, unless plans therefor shall have been submitted and approved in writing by the DRC. The plans and specifications shall be in such form and shall contain such information as may be required by the DRC, including, as requested by such committee, (i) a site plan of the Lot or Lots, showing the nature, exterior color scheme, kind, shape, size, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a detailed grade plan for the particular Lot or Lots as prepared in accordance with the master grading and drainage plans. Plans and specifications shall be deemed to be submitted to the DRC at such time as the Owner requesting such approval deliver the same to a member of such committee and shall have obtained a written receipt from such member acknowledging receipt of the same. The DRC shall be deemed to have approved plans and specifications for which an Owner has not requested approval if it has not notified such Owner of disapproval or the need for additional time for consideration within thirty (30) days following Owner’s submission to such committee.

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

8.5 Drainage Matters. In connection with the installation of Structures on a Lot, including landscaping, the Owner thereof at the time of construction agrees, at such Owner’s expense, to comply with the grading and drainage matters referred to in Section 5.25 above. Additionally, in conjunction with the completion of construction of the initial residential improvements and landscaping on a Lot, the Owner thereof shall cause a licensed surveyor or engineering firm designated by Developer or the Association:

A. If the Developer has previously installed grading or drainage plans at the rear boundary of the Lot, to certify to the Developer and the Association and the pins continue to be the elevations required by the grading and drainage plans referred to in Section 5.25 above; or
B. If Developer has not previously installed such grading or drainage pipes, to install such pipes and certify to Developer and the Association that such pipes have been installed at the elevations required by such master grading and drainage plan.

8.6 Rules and Statements of Policy. The DRC may promulgate rules from time to time governing the form and content of plans to be submitted for approval or requiring specific sections of Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, minimum above-ground living area and basement square footage requirements or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the DRC at any time, and no inclusion in, or annexation to, or amendment of any such rules or statements shall be deemed to bind the DRC to approve or disapprove any feature or matter subject to approval or to waive the exercise DRC’s discretion as to any such matter, but no change of policy shall affect the validity of any approval granted prior to such change.

Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the DRC’s right, in its discretion, to disapprove such plans or specifications or any of the features or elements included thereon if such features, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot however, shall be as final as to that Lot, and such approval may not be revoked or rescinded thereafter, provided that (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

8.7 Right Of Inspection. Representatives of the Board or DRC or any of its agents thereof may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof, and neither the DRC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

8.8 Violation. If any Structure shall be constructed, remodeled, altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with and plans and specifications approved by the DRC pursuant to the provisions of this Article VIII, such construction, remodeling, alteration, erection, maintenance, placement or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Association, any such Structure so constructed, remodeled, altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-sited, and any such use shall be terminated, so as to extinguish such violation. If, fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the violation, the Association, after approval by a two-thirds decision of the Board, shall have the right through its contractors and representatives, to enter upon the Lot in question and to take such steps as may be necessary to remove and correct the violation and such Owner shall pay the Association for the cost thereof, together with an additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand therefor, which payment shall be a binding personal obligation on such Owner, and the Board may establish a special assessment and lien on such Lot equal to such cost, together with interest thereon at the rate specified in Section 4.12 above, and enforce the same as provided in Article IV hereof. The lien established as a result of this Section shall be superior to all liens and encumbrances which may thereafter arise, excepting liens for taxes and other public charges which are by applicable law made superior.

8.9 No Liability. Neither the DRC, the Developer, the Association, the Board, nor any officer, director, member, representative, designee, agent or employee thereof shall be personally liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or nonperformance of any duties, the approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions pursuant to this Declaration or the Associations’ Articles or Bylaws, responsibilities or functions under this Declaration, including, but not limited to, this Article and Section 5.25 hereof.

ARTICLE IX
NOTICE OF POSSIBLE SPECIAL ASSESSMENTS:
RIGHT OF GOVERNMENTAL AUTHORITIES

9.1 Assessments. Notice is hereby given to each purchaser of a Lot that special assessments will be spread by the City of Maine, Kansas, to Lots in the future, due to the installation of arterial streets, residential streets, lakes, ponds, sanitary and storm sewers, sidewalks, etc. Additionally, from time to time, the Lots may become subject to special assessments by reason of work performed by the City of Maine, Kansas to major arterial streets in the vicinity of the Property.

9.2 Right of Governmental Authorities. The Watercress Common Areas are to be conveyed to the Association, which shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Developer shall be responsible for such maintenance and upkeep thereof on behalf of the Association. In the event the Developer of the Association, their respective successors or assigns, shall fail at any time to maintain the Watercress Common Area or fail in any manner to fulfill its obligations relating to the Watercress Common Areas, the appropriate governmental authority, in order to preserve the taxable value of the properties within the Property and to prevent the Watercress Common Areas from becoming a nuisance, may enter upon said Watercress Common Areas and perform the obligations listed in the Notice of Delinquency. All costs so incurred in carrying out the obligations of the Developer or the Association may be assessed equally against all the Lots within the Property in the same manner as provided for special assessments, and said assessments may be established as liens upon said Lots. Should either the Developer or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said notice, apply for a hearing before the appropriate governmental authority to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

ADDITIONAL LAND

Developer may in its discretion, from time to time, during the twenty (20) year period following the date hereof, annex additional land specifically by the document annexing such additional real property, by the execution and filing for recordation with the Register of Deeds of the county in which the Property is located, of an instrument expressly stating an intention to so annex and describing such additional property to be so annexed. During the twenty (20) year period commencing with the date of recordation of this Declaration, Developer, its successors and assigns, may annex such additional real property in its absolute discretion. From and after the expiration of such twenty year period, such additional land may be annexed; provided that such annexation is approved by a majority of the Owners of a majority of the Lots in attendance at a special or annual meeting of the Members.
ARTICLE X
MISCELLANEOUS

10.1 Provisions Binding on Grantees. The Association and each grantee hereunder of any part or portion of the Property covered by this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdictional rights and powers of the Association and Developer provided for in this Declaration.

10.2 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to mean everything in the promotion of the health, safety, comfort, convenience and general welfare of the Owners. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the construction, use or occupancy of buildings or premises, nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties, provided, however, that where this Declaration imposes a greater restriction upon the construction, use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

10.3 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be affected or impaired.

10.4 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification or amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to any third party and/or to the Association. The Developer's assignee shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of acts or omissions subsequent to the effective date of the assignment.

10.5 Waiver and Exceptions. The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

10.6 Titles. All titles used in the Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

10.7 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

10.8 Successors in Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

10.9 Term. The conditions and restrictions of this Declaration shall run with and bind the Property and shall accrue to the benefit of and be enforceable by the Association, Developer, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by Owners of not less than seventy-five percent (75%) of the Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

10.10 Amendments. Amendments (including waivers, modifications, alterations, removals, changes, and additions hereto) to this Declaration may be made by Developer, or its successors and assigns, in its sole discretion, from time to time so long as Developer (or its successors and assigns) retains ownership of a minimum of five percent (5%) of the Lots within the Property. Following the date Developer, its successors and assigns, no longer owns a minimum of five percent (5%) of the Lots, any provision contained in this Declaration may be amended, repealed, or additional provisions added to this Declaration, as follows:

A. Notice. Notice of the subject matter of the proposed amendment shall be included in a notice to the Owners of a meeting of the Association, at which the proposed amendment shall be considered.

B. Resolution. A resolution adopting a proposed amendment may be proposed by the Board of Directors. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Owners casting not less than two-thirds (2/3) of the aggregate number of votes represented at such meeting, whether in person or by proxy.

A copy of each amendment provided for in this Section shall be filed of record in the register of deeds for the county in which the Property is located. With respect to amendments, following the date Developer no longer owns a minimum of five percent (5%) of the Lots, the Secretary of the Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment.

Notwithstanding the foregoing, (i) so long as Developer, or any assignee thereof, owns one (1) Lot, any such amendment modifying the "Construction Requirements" contained in Section 5.2 above shall require the written consent of Developer; (ii) no amendment by Owners materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee; and (iii) no amendment by Owners materially changing the application of the terms of this Declaration concerning the Lots within the Watercress Development, or the Owners of such Lots shall be binding, without the written consent of sixty percent (60%) of the Owners of such Lots.

10.11 Mortgages Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defraud or render invalid the lien of any mortgagee made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.
10.12 Exclusion of Applicability. The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Property, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily convenient for the business of Developer.

10.13 Commercial And/Or Office Development. Each Owner is hereby advised that real property in the vicinity of the Property may be developed and operated for commercial and/or office purposes or purposes other than for single family residences. Each Owner is responsible to inform himself or herself concerning the possibility of such developments and no Owner shall rely on any statements made by sales persons concerning future development or uses of any such real property. Developer does not have any responsibility to advise the Owners of the Association concerning any actual or proposed zoning or other land use proceedings relating to any real property located within or outside of the Property.

10.14 Information Concerning Zoning and Land Use. Information concerning the zoning status and land use alternatives applicable to the Property and any other real estate in the vicinity of the Property may be obtained from the City of Maize Engineering Department in Maize, Kansas, at (316) 722-7561. Each Owner must independently obtain any and all information such Owner desires regarding such zoning and potential land use alternatives, including development of commercial, office, apartment or other multifamily uses within the Property or the vicinity thereof.

10.15 Limitation on Liability. Notwithstanding anything to the contrary contained herein, it is expressly agreed that neither the Developer (including without limitation any assignee of the interest of Developer hereunder) nor any member in Developer (or any assignee) or any officer, employee, or consultant of Developer shall have any personal liability to the Association or any Owner or other person or entity, arising under, in connection with, or resulting (including, without limitation) from action or failure to act with respect to this Declaration, the Articles or Bylaws, the rules of the Association, the design guidelines of the DRC, or for any action taken, or not taken, pursuant to authority granted Developer, thereunder or with respect thereto. To the fullest extent permitted by law, neither the Developer, its members, the Association, the officers, employees, consultants or directors thereof or any DRC member, nor any other members of committees of the Association, shall be liable to the Association or any Owner or other person or entity for damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval of plans and specifications (whether or not defective), course of action, inaction, omission, negligence or the like made in good faith and which the Developer or the Association, any member, director, officer, consultant or employee thereof, or member of any such committee is reasonably believed within the scope of his duties.

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

DEVELOPER:
Walker, Lane & Reed, LLC

By: ____________________________
Name: __________________________
Title: Member

STATE OF KANSAS )
 ) ss:
COUNTY OF SEDGWICK )

BE IT REMEMBERED, that this 19 day of September, 20__ before me a Notary Public in and for the County and State aforesaid, personally appeared ____________________, member of Walker, Lane & Reed Development, LLC, a Kansas Limited liability foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.
The undersigned hereby consent to and adopt the foregoing Declaration.

Jeff Bennett, President
Prairie Construction, LLC

Dan J. Rexroat
Member

Mike Drumright
Ink-Drumright Construction, LLC
President

Theresa D. Self

David Pickert
Gwendolyn Pickert

Randle E. Bell
Manager of Operations

Mike Drury

David Pickert

Randle E. Bell

Mike Drumright

David Pickert

Theresa D. Self

Gwendolyn Pickert

Theresa D. Self

James D. Cooper

Lewis J. Ireland, LLC
Manager
Walker, Lane & Reed Development, LLC

Scott A. Lehner
Perfection Builders, Inc.
President

Dale A. Seiwert
Linda K. Seiwert

Dale A. Seiwert

Helen J. McGonigle

Lynd Seiwert

Harold D. King
Betty Sue King

Harold D. King
Betty Sue King

Kirk Short
Alicia Short

Kirk Short

Robert J. Armstrong
Dana L. Armstrong

Robert J. Armstrong

Scott Layne Hardin
Lisa L. Hardin

Linda K. Seiwert

George E. Pearson

Linda K. Seiwert

Jennifer King

George E. Pearson

Jennifer King

Christopher A. Richardson
Heather P. Richardson

Jennifer King

Brady King

Jennifer King

First National Bank of Southern Kansas, Rex Reynolds
President

STATE OF KANSAS

SEDGwick COUNTY

The foregoing instrument was acknowledged before me this 15th day of September, 2007, by Jim Goentzel Construction, Prairie Construction, LLC, Randle Construction, Ink-Drumright Construction, David Pickert, Gwendolyn Pickert, Daniel L. Self, Theresa D. Self, Walker, Lane and Reed Dev., James D. Cooper, Helen J. McGonigle, Perfection Builders, LLC., Harold D. King, Betty Sue King, Dale A. Seiwert, Linda K. Seiwert, Kirk Short, Alicia Short, Robert J. Armstrong, Dana L. Armstrong, Scott Layne Hardin, Lisa L. Hardin, George E. Pearson, Christopher A. Richardson, Heather P. Richardson, Brady King, Jennifer King and First National Bank of Southern Kansas, Rex Reynolds, President.

ROBERT D. SWANN
MY COMMISSION EXPIRES
March 19, 2010
Notary Public

My appointment expires:

#See Reverse
• Entry signage, division signage, water sprinkler systems, lawn and landscaping materials could be installed in Reserves A, C, D, E, F, G, I, J, and M.
• Reserves B, G, H, and I are platted for drainage.
• Reserve M is platted for private playground/park area/pool.
• Portions of Reserves M, O, P, Q, R, and S will be improved with water sprinkler systems, lawn and landscaping and other portions will be maintained in a natural condition.
• Retreat Reserves A, B, C, D, E, F, G, H, J and K are platted for berms, landscaping, irrigation, open space, monuments and utilities. Additionally, Reserves B, F and G are platted for drainage purposes.

Jeff Bennett, President of Jim Goentzel Construction, Dan J. Rexroat, Member of Prairie Construction, LLC, Randall E. Belles, Manager of Operations for Robl Construction, Mike Drumright, President of Ink-Drumright Construction, LewJene Schneider, Manager of Walker, Lane & Reed Development, LLC Scott A. Lehner, President of Perfection Builders, LLC
EXHIBIT A

Amenities to Watercress Common Area

The following is provided to minimize misunderstandings concerning what amenities shall be installed within the Watercress Common Area by the Developer.

- Entry signage, division signage, water sprinkler systems, lawn and landscaping materials could be installed in Reserves A, C, D, E, F, G, I, J, and M.
- Reserves B, G, H, and L are platted for drainage.
- Reserve M is platted for private playground / park area / pool.
- Portions of Reserves M, O, P, Q, R and S will be improved with water sprinkler systems, lawn and landscaping and other portions will be maintained in a natural condition.
- Retreat Reserves A, B, C, D, E, F, G, H, J and K are platted for berms, landscaping, irrigation, open space, monuments and utilities. Additionally, Reserves B, F and G are platted for drainage purposes.
EXHIBIT A
LOT PURCHASE AGREEMENT

The Fee referenced in 6.c of the Lot Purchase Agreement ("Agreement") to which this Exhibit is attached shall be a sum of money equal to six percent (6%) of (1) the Construction Costs and (2) the Purchase Price of the Lot specified in the Agreement. As used above the term "Construction Costs" shall be on the aggregate costs and charges to the owner of the Lot for initially constructing and completing the residence, garage and related improvements contracted by or paid through Builder, including all option items but not including landscaping, sprinkler system, well, furniture or window treatments.

SELLER

Walker, Lane & Reed Development, LLC

By: ______________________________________

Date: __________________________

BUYER

[Blank]

Date: __________________________
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot __________, Block _____, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property").

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration"), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on __________, 2007.

OWNER:

[Signature]

Jeff Bennett

(Date)

Jeff Bennett, General Counsel

(Print Name)

President

(Print Name)

STATE OF Kansas

County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by

Jeff Bennett and General Counsel on the 2nd day of October, 2007

Commission Expires: 10-2010

VICKI K. McCLUSKEY

NOTARY PUBLIC

STATE OF KANSAS
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 5, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Sept. 20, 2007.

OWNER:

[Signatures]

(Print Name)

(Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by

[Signature]

Notary Public
Commission Expires:

[Notary Public Seal]
Special Assessment Disclosure
Watercress Addition, Maize, Kansas

In reference to the real property legally know as:

Lot 5, Block 1, Watercress First Addition, Maize, Sedgwick County, Kansas.

3821 Watercress Court
Maize, KS 67101

The law requires that the Seller disclose the existence of special assessments or fees against a property. The Seller hereby discloses the following information:

Special taxes have not yet been spread, but are estimated to be approximately $155 per month over twenty years.

Buyer: Scott Martin
Buyer: Allison Martin

Date: 9/20/07

Seller: Prairie Construction, LLC

Date: 9/20/07
INDIVIDUAL LOT CERTIFICATION

For Stormwater Runoff from Construction Activity
Authorized by Kansas Water Pollution Control General Permit
S-MCST-0110-1

The permittee shall maintain this form on-site, or in a readily available location. The permittee shall provide ILC forms to KDHE or EPA upon request.

TO BE COMPLETED BY THE NEW LOT OWNER

I certify under penalty of law that I have received a copy of the Kansas Water Pollution Control General Permit and Authorization to Discharge Stormwater from Construction Activities S-MCST-0110-1 which authorizes the permit holder to discharge stormwater runoff from construction activities, and a copy of the Stormwater Pollution Prevention Plan prepared by the permit holder. I have reviewed the terms and conditions of this general NPDES permit and the Stormwater Pollution Prevention plan. I accept responsibility for erosion and sediment control during construction of the home or building for each of the lots of parcels listed below. In the event KDHE notifies the undersigned of water quality violations due to conditions at any lot listed below and I am unable or unwilling to take action within 30 days to further reduce erosion or control sediment, then I agree to allow the permit holder to have reasonable access to the site to implement erosion and sediment control measures. I understand this certification is an agreement between the parties named herein to cooperatively implement the SWP2 plan and the conditions of the general NPDES permit.

Subdivision / Project: Wyn-Wood I WaterPres

Legal Description of the Transferred Parcel(s) and/or Lot No.(s): Lot 5, Block 1 - 3821 WaterPres Ctr

New Owner's Signature: [Signature] "Allan M. Martin"

If the New Owner is a Corporation and not an Individual

Company Name:_____________________________________ Phone:_________________________

Company Address:__________________________________

TO BE COMPLETED BY PERMIT HOLDER

As the permittee for the overall tract wherein the above listed parcel(s) and/or lot(s) are located, I certify that I have provided the above named lot purchaser with a copy of the general NPDES permit and the Stormwater Pollution Prevention plan for the project, and I have informed the lot purchaser of his responsibility to minimize erosion and control sedimentation. I understand this certification does not constitute a transfer of the permit. I also understand this certification is an agreement between the parties named herein to cooperatively implement the SWP2 plan and the conditions of the general NPDES permit.

Name of Project: Wyn-Wood Addition - Commercial Phase 1 WaterPres

Address: 4160 N. Maize Rd City: Maize County: Sedg State: KS Zip Code: 67101

Kansas Water Pollution Control General Permit No. S-MCST-0110-1

Kansas Permit No. AR58-0005 Federal Permit No. R102403

Company Name: Walker, Lane and Reed LLC Phone: 316-722-0216

Company Address: 4160 N. Maize Rd Maize, KS 67101

Permittee Signature: [Signature] "Gerard Woodard"

Permittee Name: ____________________________

Revised January 18, 2002

Individual Lot Certification Form
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 10, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 5th of September 2007.

OWNER:

[Signatures]

(Signature)  (Signature)

[Print Names]

Gwen Pickett  DAVE Pickett

(Print Name)  (Print Name)

STATE OF Kansas  County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by Gwen Pickett and DAVE Pickett on the 5th day of September 2007.

Notary Public

[Seal]

Commission Expires: 03/19/2010

[Notary Seal]
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 8, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration"), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 28th September 2007.

OWNER:

Theresa D. Self

Daniel L. Self

(Signature)  (Signature)

Theresa D. Self

Daniel L. Self

(Print Name)  (Print Name)

STATE OF Kansas )
County of Sedgwick )

The foregoing Consent and Acknowledgment was executed before me by

Theresa D. Self and Daniel L. Self on the 28th day of September 2007

Notary Public
Commission Expires: 7-6-09
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 17, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Oct. 30th, 2007.

OWNER:

(Signature) (Signature)

Mike Drumright aka Michael Drumright
President

(Stamp)

INKADrumright Construction, LLC
STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by

Mike aka Michael Drumright - For Drumright Corp
the 30th day of October, 2007

Notary Public
Commission Expires: April 31, 2010

PATRICIA L. HAMBELTON
Notary Public State of Kansas
My Appt. Expires: 12/11/20
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 15, Block 10, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration’), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 19, July, 2007.

OWNER:

[Signature]
Randy Belles
Manager of Operations

[Signature]
Rabl Construction, Inc.

(State of Kansas)
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by Randy Belles on the 19th day of July, 2007 by me, Robert D. Swann, Notary Public. Commission Expires: March 19, 2010.
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 10, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property")

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 19, July, 2007.

OWNER:

[Signature] [Signature]

Randy Beeler
(Print Name) (Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by Randy Beeler and me on the____ day of July 19, 2007

Notary Public
Commission Expires: March 19, 2010

ROBERT D. SWANN
MY COMMISSION EXPIRES
March 19, 2010
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 13, Block Z, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on July 1st, 2007.

OWNER:

(Signature)

(Signature)

DOUG COOPER
(Print Name)

DOUG COOPER
(Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by DOUG COOPER on the 1st day of July, 2007, and Notary Public Commission Expires: March 19, 2010

ROBERT D. SWANN

March 19, 2010
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 15 Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration"), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 31st of October 2007.

OWNER:

[Signature]

David W. Walsh

[Signature]

Paula J. Walsh

(Print Name)

(Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by

David W. Walsh
and Paula J. Walsh

on the 31st day of

2007

Notary Public
Commission Expires

DONALYNN OSTERMAN
NOTARY PUBLIC
STATE OF KANSAS
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 16 Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Sept 20, 2007.

OWNER:

(Signature)  (Signature)

Dan J. Rexroat, Member

PEACRLE CONSTRUCTION, LLC
(Print Name)  (Print Name)

STATE OF Kansas
 )

County of Sedgwick )

The foregoing Consent and Acknowledgment was executed before me by

Dan J. Rexroat, Member on the 20th day of Sept., 2007

Notary Public
Commission Expires

DONALYNN OSTERMAN
NOTARY PUBLIC
STATE OF KANSAS
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 6, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Nov. 7th, 2007.

OWNER:

[Signature] [Signature]

(Rick Linnabary) (Earlene Linnabary)

(Print Name) (Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by

[Signature] [Signature]

(Rick Linnabary) (Earlene Linnabary)

Notary Public
Commission Expires

DONNA LYNNE OSTERMAN
NOTARY PUBLIC
STATE OF KANSAS

My Appl. Exp. Jan. 11, 2009
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 24, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration"), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 4th Oct, 2007.

OWNER:

H.J. McGonigle
(Signature)
aka Helen J. McGonigle
(Print Name)

H.J. McGonigle
(Signature)
aka Helen J. McGonigle
(Print Name)

STATE OF Kansas)
County of Sedgwick)

The foregoing Consent and Acknowledgment was executed before me by H.J. McGonigle and Helen J. McGonigle on the 4th day of October, 2007 and as Notary Public
Commission Expires: 8-21-2010

LOU ANN POTUCEK
Notary Public
My Appl. No. 81/110
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 24, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 9, 26, 2007.

OWNER:

[Signature]
Perfection Builders, LLC
Scott A. Lehner, President
(Print Name)
(Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by Scott A. Lehner and President of Perfection on the 26th day of Sept, 2007.

Notary Public
Commission Expires: 5/6/2008

[Signature]
STEPHANIE D. LIES
Notary Public - State of Kansas
My Appt. Expires 5/6/08
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 31, Block 1, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 23rd, October, 2007.

OWNER:

\[Signature\] \[Signature\]

Sue King Harold King
(Print Name) (Print Name)

STATE OF Kansas )
County of Sedgwick )

The foregoing Consent and Acknowledgment was executed before me by Sue King and Harold King, on the 23rd day of October, 2007.

Notary Public
Commission Expires: March 19, 2010

[Seal]
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 41, Block 2, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 23rd October 2007.

OWNER:

Dale Seiwert
(Signature)

Linda Seiwert
(Signature)

Dale Seiwert
(Print Name)

LINDA SEIWERT
(Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by Dale Seiwert and Linda Seiwert on the 23rd day of October, 2007.

Notary Public

Commission Expires: March 19, 2010

ROBERT D. SWANN
MY COMMISSION EXPIRES
March 19, 2010
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 42, Block 2, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property").

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Nov. 5th, 2007.

OWNER:

[Signatures: Donna M. Kessinger, Marc L. Kessinger]

(Print Name: DIANA M. KESSINGER, MARC L. KESSINGER)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by Donna M. Kessinger and Marc L. Kessinger on the 5th day of Nov., 2007.

[Signature: DONALYNN OSTERMAN]

NOTARY PUBLIC
STATE OF KANSAS
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 44, Block 2, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration"), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 20th September 2007.

OWNER:

[Signature]

(Alicia M. Short)

(Kelly D. Short)

(Print Name)

(Print Name)

STATE OF Kansas

County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by

[Signature]

(Alicia M. Short)

(Notary Public)

Commission Expires: Jan 11, 2009

DONALYNN OSTERMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appl. Exp. Jan. 11, 2009
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 45, Block 2___, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Oct. 23rd, 2007.

OWNER:

(Signature) (Signature)

LISA HARDIN SCOTT HARDIN
(Print Name) (Print Name)

STATE OF Kansas )
County of Sedgwick )

The foregoing Consent and Acknowledgment was executed before me by Scott Hardin and Lisa Hardin on the 23rd day of October, 2007

Notary Public
Commission Expires: March 19, 2010

ROBERT D. SWANN
MY COMMISSION EXPIRES
March 18, 2010
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 47, Block 2, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration"), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners' Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Sept. 24, 2007.

OWNER:

[Signature]  [Signature]

(Print Name)  (Print Name)

STATE OF Kansas  )
County of Sedgwick  )

The foregoing Consent and Acknowledgment was executed before me by

[Signature]  and  Notary Public  [Signature]

Commission Expires: 12/04/2009

[Notary Public Stamp]
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 9, Block 3, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”).

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Sept., 30th, 2007.

OWNER:

(Signature)  (Signature)

Brady King  Jennifer King
(Print Name)  (Print Name)

STATE OF Kansas  )
County of Sedgwick  )

The foregoing Consent and Acknowledgment was executed before me by

(Benov King) and (Jennifer King) on the 30th day of
September, 2007

Notary Public
Commission Expires: March 17, 2010

ROBERT D. SWANN
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner's grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 1, Block 3, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the "Property"),

2. Each undersigned Owner has received and has reviewed the foregoing "Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure" dated as of January 1, 2005 (the Declaration’), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on Oct. 4, 2007.

OWNER:

(Signature) (Signature)

Chris Richardson Heather Richardson
(Print Name) (Print Name)

STATE OF Kansas )
County of Sedgwick )

The foregoing Consent and Acknowledgement was executed before me by Chris Richardson and Heather Richardson on the 4th day of October 2007

Notary Public
Commission Expires:
CONSENT AND ACKNOWLEDGEMENT

Each undersigned Owner, for itself, himself or herself, as the case may be, and the Owner’s grantees, successors, personal representatives and assigns that represents and covenants to Declarant and its grantees, successors and assigns, that:

1. Each undersigned Owner owns Lot 4, Block Z, Watercress Addition, an addition to the City of Maize, Sedgwick County, Kansas (the “Property”), Lot 1-8 and 11 Block 3 and Lot 1-36 Block

2. Each undersigned Owner has received and has reviewed the foregoing “Watercress Declaration of Covenants, Conditions, Restrictions, Easements and Disclosure” dated as of January 1, 2005 (the Declaration”), and consents to all terms of the same, and agrees that the Declaration is superior to and an encumbrance on the Property, the same as if the Declaration were recorded prior to conveyance of title of the Property to such Owner.

3. Each undersigned Owner acknowledges that he, she or it, as the case may be, is a Member of the Watercress Homeowners’ Association, pursuant to the terms of the Declaration.

4. Each undersigned Owner acknowledges receipt of the grading/plot plan.

This Consent and Acknowledgment is executed on 9, 2007.

OWNER:

[Signatures]

(Print Name)

(Print Name)

STATE OF Kansas
County of Sedgwick

The foregoing Consent and Acknowledgment was executed before me by

[Signature]

Notary Public
Commission Expires

DONNALYNN CSTERMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appl. Exp. Jan. 11, 2009
NOTE:
1. PROPOSED BACKYARD GRADING WILL REQUIRE FILL BE PLACED THROUGH WOODED AREA AND TREES MAY BE LOST. IF THERE IS A DESIRE TO MAINTAIN ANY INDIVIDUAL TREES, ADDITIONAL STORM SEWER MAY BE REQUIRED AND SHALL BE COORDINATED WITH ENGINEER.

2. ANY CHANGES TO THIS SITE PLAN WILL REQUIRE APPROVAL FROM ENGINEER AND DEVELOPER.

LEGEND

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>DISTANCE FROM HOUSE TO PROPERTY LINE</th>
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<tr>
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<tr>
<td>BF</td>
<td>Basement Floor</td>
</tr>
<tr>
<td>VO</td>
<td>View Out</td>
</tr>
<tr>
<td>WD</td>
<td>Walk Out</td>
</tr>
<tr>
<td>WD PIT</td>
<td>Walk-Out Pit/Walk-Out Walkup</td>
</tr>
<tr>
<td>TW</td>
<td>Top of Wall</td>
</tr>
<tr>
<td>FG</td>
<td>Finished Ground</td>
</tr>
<tr>
<td>Add 1 Step</td>
<td>Step from Garage Floor to Finish Floor</td>
</tr>
<tr>
<td>PAD</td>
<td>Elevation @ Garage Door Opening</td>
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<tr>
<td>TC</td>
<td>Top of Curb</td>
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<td>FL</td>
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<td>Proposed Elevations</td>
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<td>Existing Elevations</td>
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<tr>
<td>2.0%</td>
<td>Flow Arroy &amp; Percent Slope</td>
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<tr>
<td>2.0%_c</td>
<td>Drop Siding or Brick Ledge</td>
</tr>
</tbody>
</table>

**GENERAL NOTES**

1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

2. This drawing is provided for grading purposes only:
   - Drawing does not represent a boundary or mortgage title inspection.
   - Easement and Building Setback information shown is from the recorded plat unless otherwise indicated.
   - Utilities shown are for information only, and builder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows: Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).

**RESERVE "A"**

**BUILDERS: GOENTZEL CONSTRUCTION**

**WATERCRESS ADDITION**

**LOT 1 BLOCK 1**
NOTE:
1. PROPOSED BACKYARD GRADING WILL REQUIRE FILL BE PLACED THROUGH WOODED AREA AND TREES MAY BE LOST. IF THERE IS A DESIRE TO MAINTAIN ANY INDIVIDUAL TREES, ADDITIONAL STORM SEWER MAY BE REQUIRED AND SHALL BE COORDINATED WITH ENGINEER.

2. ANY CHANGES TO THIS SITE PLAN WILL REQUIRE APPROVAL FROM ENGINEER AND DEVELOPER.

LEGEND

1. Designations:
   - TF: Top of Foundation
   - BF: Basement Floor
   - VO: View Out
   - WD: Walk Out
   - WD PIT: Walk-Out Pit/Walk Out Wallup
   - TW: Top of Wall
   - FG: Finished Ground
   - Add 1 Step: Step from Garage Floor to Finish Floor
   - PAD: Elevation @ Garage Door Opening
   - TC: Top of Curb
   - FL: Flow Line
   - HP: High Point
   - GRD: Ground
   - SGX: Proposed Elevations
   - EXP: Existing Elevations
   - 2.0%: Flow Arrow & Percent Slope
   - BSE: Drop Siding or Brick Ledge

2. Notes:
   - Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

   - Drawing does not represent a boundary or mortgage title inspection. Easement and Building Setback information shown is from the recorded plat unless otherwise indicated.

   - Utilities shown are for information only, and builder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows:
     - Kansas One Call: 1-800-344-7233 or 687-2470 (local Whistle)

   - BUILDER: PRAIRIE CONST.
NOTE:
1. PROPOSED BACKYARD GRADING WILL REQUIRE FILL BE PLACED THROUGH WOODED AREA AND TREES MAY BE LOST. IF THERE IS A DESIRE TO MAINTAIN ANY INDIVIDUAL TREES, ADDITIONAL STORM SEWER MAY BE REQUIRED AND SHALL BE COORDINATED WITH ENGINEER.

2. ANY CHANGES TO THIS SITE PLAN WILL REQUIRE APPROVAL FROM ENGINEER AND DEVELOPER.

**LEGEND**

- **BENCHMARK:**
  - MEASURE FROM HOUSE TO PROPERTY LINE
  - FRONT - REAR
  - LEFT - RIGHT

- **TF:** Top of Foundation
- **BF:** Basement Floor
- **VD:** View Out
- **WD:** Walk Out
- **WO PT:** Walk-Out Pt/Walk Out Wallup
- **TW:** Top of Wall
- **TG:** Top of Grade
- **FG:** Field Grade
- **Add 1 Step:** Step from Garage Floor to Finish Floor
- **PAD:** Elevation @ Garage Door Opening
- **TC:** Top of Curb
- **R:** Flow Line
- **HP:** High Point

- **GROUND:**
  - Proposed Elevations
  - Existing Elevations

- **SC:** Sanitary Sewer

- **2.0%:** Flow Arrow & Percent Slope
  - Minimum Pool
  - Drop Siding or Brick Ledge
  - 100 Year Flood

**GENERAL NOTES**

1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

2. This drawing is provided for grading purposes only.
   - Drawing does not represent a boundary or mortgage title inspection. Easement and Building Setback information shown is from the recorded plot unless otherwise indicated.
   - Utilities shown are for information only, and builder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows: Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).

**BUILDER:** ROBL CONSTRUCTION

**MKEC ENGINEERING CONSULTANTS**
1. Builder shall provide retaining walls along property line for grade transitions where required to maintain proper slopes between houses.

2. This drawing is provided for grading purposes only.
   - drawing does not represent a boundary or mortgage title inspection. Easement and Building Setback information shown is from the recorded plat unless otherwise indicated.
   - Utilities shown are for information only, and builder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows: Kansas One Call 1-800-344-7233 or 687-2490 (local Wichita).

**LEGEND**

<table>
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<tr>
<th>REMARKS</th>
<th>DISTANCE FROM HOUSE TO PROPERTY LINE</th>
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<tr>
<td>FT</td>
<td>Top of Foundation</td>
</tr>
<tr>
<td>BF</td>
<td>Basement Floor</td>
</tr>
<tr>
<td>VO</td>
<td>View Out</td>
</tr>
<tr>
<td>WO</td>
<td>Walk Out</td>
</tr>
<tr>
<td>WO PIT</td>
<td>Walk-Out Pit/Walk-Out Walkup</td>
</tr>
<tr>
<td>TW</td>
<td>Top of Wall</td>
</tr>
<tr>
<td>FG</td>
<td>Finished Ground</td>
</tr>
<tr>
<td>Add 1 St</td>
<td>Step from Garage Floor to Finish Floor</td>
</tr>
<tr>
<td>PAD</td>
<td>Elevation @ Garage Door Opening</td>
</tr>
<tr>
<td>TC</td>
<td>Top of curb</td>
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<tr>
<td>EL</td>
<td>Floor Line</td>
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<tr>
<td>HP</td>
<td>High Point</td>
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**WATERCRESS CT**

**INLET TOP=1354.5**
FL OUT=1350.89
FL IN=1351.16

**LOT 10**
TF=1353.3
BF=1355.4
F=0° BSMT
PAD=1350.7
FC=57.9
TW=56.4
42° WALL
WO PIT=1355.2

**LOT 11**
TF=1355.1
BF=1354.9
F=9° BSMT

**ADD 2 STEPS**
PAD=1361.8

**WATERCRESS ADDITION**

**LOT 12**
TF=1353.6
BF=1356.8
F=17.6
PAD=1355.8

**INLET TOP=1355.6**
FL OUT=1352.89
FL IN=1353.16

**LEGEND**

**BRICKLAYER CONTRACTORS**

**GENERAL NOTES**

**BUILDERS: INK DRUMWRIGHT BUILDERS**

**MKEC ENGINEERING CONSULTANTS**
NOTE:
1. PROPOSED BACKYARD GRADING WILL REQUIRE FILL TO BE PLACED THROUGH WOODED AREA AND TREES MAY BE LOST. IF THERE IS A DESIRE TO MAINTAIN ANY INDIVIDUAL TREE, ADDITIONAL STORM SEWER MAY BE REQUIRED AND SHALL BE COORDINATED WITH ENGINEER.

2. ANY CHANGES TO THIS SITE PLAN WILL REQUIRE APPROVAL FROM ENGINEER AND DEVELOPER.

GENERAL NOTES
1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

2. This drawing is provided for grading purposes only:
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   - utilities shown are for information only, and builder shall verify egress and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows: Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).

LEGEND

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<tr>
<td>VD</td>
<td>View Out</td>
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<tr>
<td>WD PL</td>
<td>Walk-Out PL/Walk Out Wallup</td>
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<tr>
<td>TF</td>
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<tr>
<td>FG</td>
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<td>FLS %</td>
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<td>DLE</td>
<td>Drop Sliding or Brick Ledge</td>
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INLET TOP = 1354.5
FL. OUT = 1350.89
FL. INT = 1351.18
FL. INT = 1352.19 G.S.

INSTALL YARD INLET
TOP = 1354.6
FL. = 1352.40 G.S.

FEET = 1354.9
8'-0" BSMT.
FG = 1356.1
7'-0" BSMT.
WALL
42" WALL
ADD 2 STEPS
PAD = 1361.0

WATERCRESS CT
NOTE:
1. PROPOSED BACKYARD GRAADING WILL REQUIRE FILL BE PLACED THROUGH WOODED AREA AND TREES MAY BE LOST. IF THERE IS A DESIRE TO MAINTAIN ANY INDIVIDUAL TREES, ADDITIONAL STORM SEWER MAY BE REQUIRED AND SHALL BE COORDINATED WITH ENGINEER.
2. ANY CHANGES TO THIS SITE PLAN WILL REQUIRE APPROVAL FROM ENGINEER AND DEVELOPER.

LEGEND

1. SURVEY NOT PROVIDED
   - FRONT 30.00'
   - REAR 20.00'
   - LEFT 30.00'
   - RIGHT 20.00'

TF  Top of Foundation
BF  Basement Floor
VO  Van Out
WO  Wall Out
WO PIT Walk-Out Pit/Walk Out Walkup
TW  Top of Wall
FG  Finished Ground
ADD 1 Step Step from Garage Floor to Finish Floor
PAD  Elevation @ Garage Door Opening
TC  Top of Curb
FL  Flow Line
HP  High Point
GRL  Ground
Proposed Elevations
Sanitary Sewer EL 1345.0
Existing Elevations
TF - Sanitary Sewer 17.7
2.0%  Flow Arrow & Percent Slope
Minimum Pad N/A
Drop Siding or Brick Ledge BFH N/A

REvised: 4-13-07
(9'-0" BSMT.)

BUILDER: ROEL CONSTRUCTION

MKEC ENGINEERING CONSULTANTS

LOT 8 BLOCK 1

11-07-07
NOTE:
1. LOCATION AND GRADE OF TREES HAS BEEN COLLECTED FOR DRAINAGE PURPOSES ONLY. THE BUILDER IS RESPONSIBLE FOR VERIFYING GRADE AND LOCATION OF TREES AND PROTECTING TREES PER THE DRC REQUIREMENTS. NO PERMISSION IS GRANTED BY THIS SITE PLAN TO DISTURB TREES OR FOLIAGE.
2. ANY CHANGES TO THIS SITE PLAN WILL REQUIRE APPROVAL FROM ENGINEER AND DEVELOPER.

LEGEND

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<td>View Out</td>
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<tr>
<td>WO</td>
<td>Walk Out</td>
<td>RIGHT 8.40</td>
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<td>WO PDT</td>
<td>Walk In Pit/ Walk Out Walkup</td>
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<td>Add 1 Step</td>
<td>Step from Garage Floor to Finish Floor</td>
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<tr>
<td>PAD</td>
<td>Elevation @ Garage Door Opening</td>
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<td>Ground</td>
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<td>Flow Arre &amp; Percent Slope</td>
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<tr>
<td></td>
<td>Drop Sidling or Brick Ledge</td>
<td>BFE N/A</td>
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</table>

GENERAL NOTES
1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.
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     - Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).

REVISION: 5-15-07
(ADD POOL)

BUILDER: GOETZEL CONSTRUCTION
1. Location and grade of trees has been collected for drainage purposes only. The builder is responsible for verifying grade and location of trees and protecting trees per the IRC requirements. No permission is granted by this site plan to disturb trees or foliage.
2. Any changes to this site plan will require approval from engineer and developer.

**Legend**

<table>
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<tr>
<th>Benchmark</th>
<th>Distance from House to Property Line</th>
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</thead>
<tbody>
<tr>
<td>TF</td>
<td>Top of Foundation</td>
</tr>
<tr>
<td>BF</td>
<td>Basement Floor</td>
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<tr>
<td>VD</td>
<td>View Out</td>
</tr>
<tr>
<td>WO</td>
<td>Walk Out</td>
</tr>
<tr>
<td>WO PIT</td>
<td>Walk-Out Pit/Wall Out Wallup</td>
</tr>
<tr>
<td>TW</td>
<td>Top of Wall</td>
</tr>
<tr>
<td>FG</td>
<td>Finished Ground</td>
</tr>
<tr>
<td>Add 1 Step</td>
<td>Step from Garage Floor to Finish Floor</td>
</tr>
<tr>
<td>PAD</td>
<td>Elev. &amp; Garage Door Opening</td>
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<td>E</td>
<td>Flow Line</td>
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<tr>
<td></td>
<td>Drop Sidings or Brick Ledges</td>
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</tbody>
</table>

**Watercress Ct.**

**General Notes**

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**Builder: Robl Construction**

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<td>16.5</td>
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<td>Minimum Pad</td>
<td>N/A</td>
</tr>
<tr>
<td>BFE</td>
<td>N/A</td>
</tr>
</tbody>
</table>
NOTE:
1. LOCATION AND GRADE OF TREES HAS BEEN COLLECTED FOR DRAINAGE PURPOSES ONLY. THE BUILDER IS RESPONSIBLE FOR VERIFYING GRADE AND LOCATION OF TREES AND PROTECTING TREES PER THE DRC REQUIREMENTS. NO PERMISSION IS GRANTED BY THIS SITE PLAN TO DISTURB TREES OR FOLIAGE.
2. ANY CHANGES TO THIS SITE PLAN WILL REQUIRE APPROVAL FROM ENGINEER AND DEVELOPER.

LEGEND

TOPOGRAPHIC DATA

1. N. WM OF 3203 H. NEAR THE NW COR.
2. LOT 17, BLOCK L.
3. ELK-RIVER-1086.72

TF
Top of Foundation

BF
Basement Floor

VO
View Out

WD
Walk Out

WD PIT
Walk Out Pit/Walk Out Waterfall

tw
Top of Wall

FG
Finished Ground

Add 1 Step
Step from Garage Floor to Finish Floor

PAD
Elevation @ Garage Door Opening

TC
Top of Curb

L
Flow Line

HP
High Point

GRID
Ground

SOL
Proposed Elevations

ELEV
Existing Elevations

20%
Flow Area @ Percent Slope

DROP
Drop Sliding or Brick Ledge

WATERCRESS CT.

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     - Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).

BUILDER: PRAIRIE CONSTRUCTION

MKEC

LOT 12 BLOCK L

WATERCRESS ADDITION

SANITARY ELEVATIONS

Sanitary Sewer E. 44.6
TF - Sanitary Sewer 17.4

Minimum Pond N/A

BFE N/A
GENERAL NOTES

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BUILDERS: INK-DRUMRIGHT BUILDERS LLC
GENERAL NOTES

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BUILDERS: GOENTZEL CONSTRUCTION
4 ft. Wrought Iron Min. of 4" off Ground.

3953 Watercress Ct.
Fence Request [Name]
10-20-06

WATERCRESS CT.

LEGEND

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<td>2. 1359.06' N 74° 21' 53&quot; W of WM</td>
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<td>3. 1359.06' N 74° 21' 53&quot; W of WM</td>
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<td>4. 1359.06' N 74° 21' 53&quot; W of WM</td>
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<tr>
<td>5. 1359.06' N 74° 21' 53&quot; W of WM</td>
<td>18.50</td>
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GENERAL NOTES

BUILDER: GOENTZEL CONSTRUCTION

WATERCRESS ADDITION

LOT 3 BLOCK 1

Sanitary Sewer 1347.93
EF 15.77

2.0% Flow Arrow & Percent Slope

BFE

N/A
GENERAL NOTES

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     Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).

BUILDERS: PERFECTION BUILDERS

MKEC ENGINEERING CONSULTANTS

LOT 4 BLOCK C

<table>
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<tr>
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LEGEND

- TF: Top of Foundation
- BF: Basement Floor
- VG: View Out
- WD: Walk Out
- WD PIT: Walk-Out Pit/Walk Out Walkup
- TW: Top of Wall
- FG: Finished Ground
- Add 1 Step: Step from Garage Floor to Finish Floor
- PAD: Elevation @ Garage Door Opening
- TC: Top of Curb
- F: Flow Line
- HP: High Point
- GRD: Ground
- REL: Proposed Elevations
- ELE: Existing Elevations
- 2%: Flow Areas & Percent Slope
- Drop Sliding or Brick Ledge
- SF: Sanitary Sewer F
- TF: Top of Sewer
- N/A: Not Applicable
1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

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Builder: Ink-Drumwright Builders
LEGEND

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GENERAL NOTES

1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

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   - Utilities shown are for information only, and builder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows: Kansas One Call 1-800-344-7233 or 687-2470 (local Wichita).

BUILDER: INK-DRUMWRIGHT BUILDERS
1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

2. This drawing is provided for grading purposes only. It does not represent a boundary or mortgage title inspection. Easement and Building Setback information is from the recorded plot unless otherwise indicated.

Utilities shown are for information only, and builder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of seventy-two (72) hours to utility companies prior to starting any excavation as follows: Kansas One Call 1-800-344-7233 or 887-2470 (local Wichita).

Builder: Goetzl Construction Co.
1. Builder shall provide retaining walls along property line for grade transitions when required to maintain proper slopes between houses.

2. This drawing is provided for gridding purposes only. The drawing does not represent a boundary or mortgage title inspection. Section and Building Subsection information shown is from the recorded plot unless otherwise indicated.

Utilities shown are for information only andbuilder shall verify depths and locations prior to construction. Builder will be required to provide a minimum advance notice of 30 days before conducting utilities prior to starting any excavation or excavation at other times.

NOTE:
1. Location and grade of trees has been collected for drainage purposes only. The Builder is responsible for verifying size location of trees and protecting trees per the IRC requirements. No permission is granted by this site plan to disturb trees or foliage.

2. Any changes to this site plan will require approval from engineer and developer.

REVISE 10-22-07 (VO TO WO)
REVISE 9-13-07 (MOVE HOUSE)

BUILDERS:
INK DRUMRIGHT BUILDERS

MKEC ENGINEERS CONSULTANTS