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FIRST AMENDED AND RESTATED

DECLARATIONS

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

of

DEER RUN, a Residential Subdivision

City of Bel Aire, Sedgwick County, Kansas

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**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
of
DEER RUN, a Residential Subdivision
City of Bel Aire, Sedgwick County, Kansas**

THIS FIRST AMENDED AND RESTATED DECLARATION, made as of the ____ day of September, 2020, by 2BD, LLC, (“Declarant”).

RECITALS:

- A. Declarant filed with the Sedgwick County Register of Deeds Office that certain Declaration of Covenants, Conditions and Restrictions for Deer Run dated as of the 20th day of November, 2017 and recorded on November 21, 2017 as Document number 29733319.
- B. The Declarant has the power and authority to amend the November 2017 Declaration pursuant to the terms in Section 11.02 thereof.
- C. Declarant is the owner of certain real property in Bel Aire, Sedgwick County, Kansas, legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45, Block A

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block B

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block C

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block D

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block E

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, Block F

Lots 1, 2, 3, 4, 5, and 6, Block G

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block H

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block I

Reserves “A”, “B”, “C”, “D”, and “E”

In Deer Run, City of Bel Aire, Sedgwick County, Kansas

- D. The Declarant, pursuant to the power and authority to amend so granted in the November 2017 declaration desires to restate and replace the November 2017 declaration in its entirety with this Declaration. "Declaration" shall mean this Declaration.

NOW THEREFORE, the Declarant hereby declares that the Lots comprising the Deer Run shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of and which shall run with said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof and hereby causes the amendment and restatement of the declaration as follows

ARTICLE 1

Association, Memberships and Voting Rights

Section 1.01. Formation of Association. The Deer Run Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

Section 1.02. Membership. Membership in the Deer Run Association shall be mandatory for each owner of a Lot. Each such owner is hereinafter referred to as an "Owner".

Section 1.03. Definition of "Member". "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the Member. When more than one person holds an interest in any Lot, all such persons shall be Members.

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

Section 1.05. Voting Rights. There shall be two (2) votes for each Lot for any matter subject to a vote of the membership of the Deer Run Association. The votes for a Lot shall be exercised as the Owners of such Lot may determine between or among themselves. Notwithstanding the foregoing, Declarant shall be entitled to nine (9) votes for each Lot of which it is the Owner.

Section 1.06. Initial Operation. Notwithstanding the provisions of Section 1.05, the initial operation of the Deer Run Association and the appointment of members of the Design Review Committee pursuant to Section 5.08 hereof, shall be by Declarant until such time as Declarant turns over operation thereof to the Deer Run Association.

Section 1.07. Board of Directors. All actions of the Association shall be taken on its behalf by the Board of Directors (“Board”) and officers, except when a vote of the Members is specifically required by this Declaration, the Association’s Article of Incorporation or its Bylaws before any action may be taken.

ARTICLE 2 **Property Rights**

Section 2.01. Easement in Common Area. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common area described hereafter (“the Common Area”) and Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Declaration. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by Members of the Association. Said easement shall not be personal but shall be appurtenant to the Lots, whether or not specifically set forth in deeds to the Lots.

Section 2.02. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the Members of the Association and all residents to Deer Run.

Section 2.03. Description of Common Area. The Common Area in Deer Run to be conveyed to the Association and the use thereof is as provided in the recorded plat of Deer Run Addition and is generally described as follows:

Reserve(s) A, B, C, D, and E, inclusive.

The Common Area may be used for recreation or other uses for the benefit of the Members as may be determined by the Association. Recreational facilities, including, but not limited to, grills and fireplaces, playground equipment and similar items, may be constructed in the Common Area only by the Association. All Members in good standing, their families and guests accompanying said Members shall have equal access to the Common Area and all facilities located thereon. The Association shall have the right to suspend the rights of any Member in connection with such Member’s use of the Common Area for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

Section 2.04. Reservation of Rights in the Common Area. Notwithstanding any other provisions of this Declaration, Declarant and the Association as its successor, reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, public walkways and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. Declarant shall have the further right during the development of the Deer Run Addition, including, without limitation, to dedicate portions thereof for the public rights of way

and/or street, granting easements for ingress and egress over and across the Common Area and have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

ARTICLE 3 **Assessments and Dues**

The following subsections reflect the mandatory obligations of the members of this association (1) upon acquisition of a property in the subdivision, developed or undeveloped; (2) for the assessments due to the Association for Association maintenance which will be paid annually and (3) for an assessment which will be charged upon the transfer of a property to a new owner.

Section 3.01. Annual Assessments. Each year the Board shall, prior to January 1, determine the total amount to be raised by the annual membership dues for the coming year. Each Lot shall be assessed an equal amount by the Association to be paid annually.

Section 3.02. Use of Funds. All funds received shall be used for such of the following purposes as the Declarant or the Board, as the case may be, shall determine necessary or advisable: for improving and maintaining Common Area and other property of the Association: for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for collecting and disposing of garbage and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street lights; street signs and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of said association; for purchase of insurance; for expenses 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 Members; or for any other purpose within the purpose for which said association is incorporated. Without limiting the generality of the foregoing, the Declarant or the Association, as the case may be, may use the assessment fund to cover the costs for the upkeep, insurance, maintenance and improvement of Reserves in Deer Run Addition, with such costs to be shared with the Declarant or the Deer Run Owner's Association, as the case may be.

Declarant may install a perimeter privacy wall, fence and/or hedge along portions of Deer Run and may install landscaping and sprinkler systems on either side thereof as Declarant may in its sole discretion determine. In the event of the installation of such wall, fence, hedge, landscaping or sprinkler system in the Common Area subject hereto, the future maintenance, repair and replacement thereof including all plant material and of all monuments and logos incorporated therein, shall be the responsibility of the Association, which shall further be responsible for the maintenance and care of those portions of the public right-of-way abutting Deer Run, including without limitation, the Common Area, lying between the traveled portions of the right-of-way and any such wall, fence, hedge or any platted lot lines. The same shall be maintained free from weeds and rubbish and otherwise comparable to other landscaped portions of Common Area. In addition to the foregoing, Declarant shall have the right to place a privacy wall or fence along the perimeter

of certain portions of Deer Run to be located in platted easement areas designated for that purpose. Notwithstanding the foregoing, if any hedge or landscaping that is part of the Common Area is damaged or destroyed through the negligence of an Owner, such as failing to correct faulty drainage or improper use of weed killer, such Owner shall be responsible for the cost of replacement thereof.

Section 3.03. Interest on Delinquent Assessments. All membership dues and other fees of the Association that remain due and unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of fifteen percent (15%) per annum or at such other rate as may be established from time to time by the Board.

Section 3.04. Lien for Delinquent Assessments. All assessments on a Lot, together with interest and collection expenses, shall be a lien on the Lot, as well as the personal obligation of the Lot's Owner(s) from the time the Association records a Notice of Nonpayment ("Notice"). The Association may record the Notice at any time within one (1) year after the due date of the assessment. The Notice shall state: (a) the legal description of the Lot upon which the lien is asserted, (b) the name(s) of the Owner(s) of the Lot, (c) the due date, and (d) the amount of the unpaid assessment. It shall be acknowledged by an officer of the Association. The lien evidenced by the recorded Notice shall be superior to all other charges, liens or encumbrances which may thereafter arise or be imposed upon the Lot in any manner, except only such liens for taxes and other public charges as are made superior by applicable law. The lien may be foreclosed by the Association in the same manner as a mortgage lien upon the Lot, provided the foreclosure action is commenced within five (5) years after the Notice is recorded. If the assessment is not paid within five (5) years after the Notice is recorded, the Association may record an additional Notice, and may continue to record Notices for additional five-year time periods and may combine unpaid assessments for separate years in a single Notice, so the Association may preserve its lien rights until full payment of all assessments. The lien shall expire unless an additional Notice is timely filed or an action to foreclose it is timely commenced.

Section 3.05. Subordination of Assessment Lien. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment liens. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.06. 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, that may be necessary or advisable for the collection of such charge or charges, including, without limitation, the procedure outlined in Article 4, 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 their rights hereunder.

Section 3.07. Maximum Annual Assessment.

a. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than twenty-five percent (25%) above the maximum permitted annual assessment for the previous year without a vote of the Members.

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

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

Section 3.08. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the Members in attendance who are voting in person or by proxy, at a meeting duly called for such purpose.

ARTICLE 4 **Covenants for Maintenance**

Each Owner (other than Declarant) shall keep all Lots owned by such Owner and all improvements thereon in good order and repair, including, but not limited to, the seeding/sodding, and watering of lawns, the pruning and cutting of all trees and shrubbery, and the painting, roof, window and exterior repair, maintenance and replacement (and all other appropriate exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Each Owner's obligation hereunder shall commence upon acquisition of a Lot and shall include, but not be limited to, the mowing and cutting of all grass and weeds thereon regardless of whether such Lot may be improved. Owners of the Lots shall provide appropriate care for all trees, bushes, flower beds and similar plantings on their respective Lots and shall promptly replace all damaged, diseased or dead trees, bushes and other plantings, subject to the other provisions contained in this Declaration.

If in the opinion of the Design Review Committee, any Owner fails to perform any of the duties prescribed in the Article 4 for the Owners of Lots, the Association, upon approval by the Board and after seven (7) days written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner which may mature into a lien enforceable in the same manner as a mortgage upon the Lots) in question in the following manner: The Association may record an Affidavit of Nonpayment of Maintenance Charge in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (a) legal description of the property upon which the lien is claim, (b) the name(s) of the Owner(s) of said property as last known to the Association, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, whether arising from

or imposed by judgment of decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges or encumbrances as are by applicable law made superior. . The lien may be foreclosed by the Association in the same manner as a mortgage lien upon the Lot, provided the foreclosure action is commenced within five (5) years after the affidavit is recorded. If the charges are not paid within five (5) years after the affidavit is recorded, the Association may record an additional affidavit, and may continue to record affidavits for additional five-year time periods, so the Association may preserve its lien rights until full payment of all charges.

ARTICLE 5

Architectural Control

Section 5.01. Approval Required. No building, fence, kennel, dog run, wall, structure, projection from a structure, including without limitation satellite dishes or antennas, landscaping or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration in the components, color, materials, height, materials or location until plans and specifications of the same shall have been submitted to and approved in writing by the Design Review Committee (the “DRC”), its agents, assignees, or successors, as to (a) harmony of external design and location in relation to an effect upon surrounding structures, topography and the overall community design of Deer Run; (b) the character of the exterior materials; and (c) the quality of the exterior workmanship. “Structure” shall include any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or “bubble” type. In the event the DRC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with. The applicant may appeal an adverse Design Review Committee decision to the Board, which may reverse or modify such decision by a two-thirds vote of those directors present and voting at a meeting at which a quorum is present; provided however, that until such time as the Declarant expressly turns over control of the DRC in writing to the Board or no longer own any Lots anywhere in Deer Run Addition, any appeal from a decision of the DRC shall be taken to the Declarant rather than to the Board and the Declarant’s decision with respect thereto shall be final and binding and not subject to any further review, including, without limitation, any judicial review.

The DRC may, subject to the approval of the Board or of the Declarant prior to the time that the Declarant expressly turns control of the DRC over to the Board in writing or no longer owns any Lots in the Deer Run Addition develop and promulgate policy guidelines for the application of the design review provisions. The policy guidelines may include (a) review procedures; (b) aspects and objectives of review; and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered. The policy guidelines are intended to assist the DRC and the Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of the Board of the Deer Run Association.

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

Section 5.02. Form of Plans and Specifications. Plans and specifications submitted to the DRC shall be in such form and shall contain such information as may be required by the DRC, but in any event shall include a site plan and drainage plan for the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, appropriate drainage and the number and location of all parking spaces and driveways on the Lot or Lots.

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

Section 5.04. Removal and Alteration of Structures; Lien.

a. If any structure shall be erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the DRC pursuant to the provisions of this Article, such alteration, structure, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein and upon written notice from the DRC, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or realtered and any such use shall be terminated, so as to extinguish such violation.

b. If fifteen (15) days after notice of such a violation the Owner of the Lot upon which such violation exists has not taken reasonable steps toward the removal or termination of the same, the Association or the DRC shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the DRC may record an Affidavit of Nonpayment of Removal or Alteration Charges ("Affidavit") in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property as last known to the Association and (iii) the amount of the Removal and Alteration Charge which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances that may thereafter in any manner arise or be imposed upon the property whether arising from the imposed by Judgment or decree or by any agreement, contract, mortgage, or other instrument saving and excepting only such liens for taxes or other public charges as are by applicable law made superior. The lien may be foreclosed by the Association in the same manner as a mortgage lien upon the Lot, provided the

foreclosure action is commenced within five (5) years after the Affidavit is recorded. If the charges are not paid within five (5) years after the Affidavit is recorded, the Association may record an additional Affidavit and may continue to record Affidavits for additional five-year time periods, so the Association may preserve its lien rights until full payment of all charges.

c. If a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate of fifteen percent (15%) per annum or such other rate as is established from time to time by the Board, shall be fully paid, the Association or the DRC shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, that affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges that created the lien that has been satisfied, (ii) state the legal description of the property affected and (iii) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment or Removal or Alteration charges shall fully release the lien referred to in said affidavit and said affidavit shall be conclusive evidence to any purchaser, encumbrancer, title insurer, or title examiner that the preexisting lien has been fully released.

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

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

Section 5.06. Right of Inspection. The Association, the Declarant and the DRC or any of their agents may, at any reasonable time or times, enter upon and inspect any Lot or any Improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof and neither the 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.

Section 5.07. No Liability. Neither the DRC, Declarant, the Association, nor any officer, director, member, agent, or employee thereof, shall be liable to any Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article.

Section 5.08. Membership of DRC. The original members of the DRC shall be three persons appointed by Declarant. Upon the death or resignation of any member of the DRC, Declarant shall appoint a successor, unless at such time, Declarant has expressly relinquished its rights hereunder to the Association as hereinafter provided. In such event, the Association shall have full authority to designate a successor. The act of a majority of the DRC shall be binding and the majority of the DRC may designate a representative to act for it. Declarant shall retain its rights hereunder until the same are expressly relinquished to the Association in writing. Declarant may relinquish its rights or any portion thereof under this section to the Association by advising the Association in writing of its intent to do so and in such event, the Association shall have the authority of Declarant under this paragraph. Declarant shall relinquish such rights at such time as Declarant shall cease to own any Lots in the Deer Run Addition.

Section 5.09. Master Drainage Plan; Violation and Enforcement. As part of the planning process, there has been established for the Deer Run Addition a "Master Drainage Plan," which plan includes appropriate surface water drainage. Each owner of a Lot and such Owner's builder shall be responsible for compliance with the any and all applicable drainage plans. Construction that impairs the drainage or violates the drainage plan must be remedied immediately by such Owner at the Owner's expense. It shall not be Declarant's responsibility to enforce compliance with the drainage plans.

ARTICLE 6

General Covenants and Restrictions

Section 6.01. Structures. No houses that are constructed as ranch style, single story houses shall have a minimum living area of less than 1,700 square feet. No houses having two stories shall have a minimum living area of less than 1,600 square feet on the first floor. No previously approved structure shall be used for any purpose other than for which it was originally designated.

Section 6.02. Division of Lots. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, that would result in an Increase in the number of Lots in Deer Run.

Section 6.03. Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot and no external or outside antennas of any kind, including satellite receiving antennas may be so maintained upon any Lot unless completely enclosed within the attic of the residence, except by Declarant during the construction period of any home. Notwithstanding the foregoing, certain satellite receiving antennas of the approximate size of eighteen inches in diameter or less, if appropriately screened and/or landscaped so that the same are unobtrusive and not readily apparent from adjacent property, may be permitted if previously approved in writing by the DRC.

Section 6.04. Vehicles and Parking. There may be certain areas in Deer Run designated for off-street parking. All Owners and residents of and guests to Deer Run shall obey all regulations governing designated off street parking. No boat, boat trailer, house trailer, camper, camper trailer, horse or other livestock trailer, recreational vehicle, bus, specialty equipped commercial pickup truck, or other commercial vehicle or similar item shall be stored or permanently, continually, or regularly parked in and on any street, the Common Area, or in the open on any Lot or driveway.

Section 6.05. Fences. Only preapproved wrought iron fences constructed pursuant to specifications provided by the DRC will be permitted on any Lot. The DRC may approve a wood privacy fence on the North, South and East perimeters of Deer Run, but no such fence shall be erected until the composition, location and appearance thereof have been approved by the DRC.

****Privacy Fences allowed on lots that are NON - Water facing. Wrought Iron still required for water facing lots. ****

Section 6.06. Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 6.07. Rights of Governmental Authority. The reserves identified in Section 2.03 above have been designated as "Common Area" and are to be conveyed to the Association, which shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. In the event the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the appropriate governmental authority may serve a written Notice of Delinquency upon the Association setting forth the manner in which it has failed to fulfill the obligation. If said obligation is not fulfilled within the time specified, the appropriate governmental authority, in order to preserve the taxable value of the properties within the Deer Run Addition and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs so incurred in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within Deer Run in the same manner as provided by law for special assessments and said assessments may be established as liens upon said Lots. Should Declarant or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligation 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 the outcome of any proceedings with respect to such appeal.

Section 6.08. Off-Street Parking Requirement. Each of the Lots shall provide a minimum of four (4) off-street parking spaces per dwelling unit, including garages and driveways.

Section 6.09. Non-Removal of Trees. No tree having a diameter of eight (8) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the DRC. The Association may designate certain trees, regardless of size, as not removable without written authorization.

Section 6.10. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Association. The Association may from time to time publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the Lot.

Section 6.11. Temporary Buildings/Modular Homes. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a resident on a Lot. Modular or pre-engineered homes are prohibited.

Section 6.12. No Storage: Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, the trash containers shall be properly returned to their regular storage location out of view from the street after the trash is picked up and on the same day the trash is picked up. The Association may require, but shall not be obligated to require, that the Owner(s) of all Lots use the same trash collection service to reduce the number of days that trash is collected and to maintain the appearance of the neighborhood.

Section 6.13. Utilities: Pipes. All utilities shall be installed below the surface of the ground. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes and sprinkler back-flow prevention. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 6.14. Association Right to Trim, Prune or Mow. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given not less than seven (7) days' prior written notice of such action. The Association shall have the right to mow any vacant lot on which the grass or weeds exceed twelve (12) inches in height after giving Owner not less than seven (7) days' prior written notice of such action and shall have the right to charge a reasonable fee therefore, which charge shall be added to the assessment next due from such owner.

Section 6.15. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and running or bicycle paths, if any, located in the Common Area, except for designated off-street parking. All motor homes, recreational vehicles, boats, trailers and other motorized equipment shall be stored and maintained offsite or in a garage.

Section 6.16. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 6.17. Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to Deer Run.

Section 6.18. Masonry. All residents shall have no less than 90% masonry on the front elevation of the residence. Any changes to the appearance of the residence requires pre-approval from the DRC.

Section 6.19. Siding. All siding will be concrete type and not greater than eight inches in width. Any changes to the appearance of the siding requires pre-approval from the DRC.

Section 6.20. Roof. Roof pitch shall be no less than twelve/twelve. All roofs shall be of a material and color pre-approved by the DRC.

Section 6.21. Landscaping. All residences will be required to use approved grass seed or sod and have sprinkler systems. Residences are also required to plant no less than 20 flower bed shrubs/plants and to maintain the same. Residences are required to have no less than two trees with 2" trunk or greater. All landscape plans must be approved by the DRC. Landscaping needs to be installed no later than the planting season following closing, unless additional time is provided by the DRC.

Section 6.22. Paint. No residence may be painted without the color being pre-approved by the DRC.

Section 6.23. 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, any drainage channels and swales located on any Lot owned by such Owner.

Section 6.24. Home Professions, Industries and Commercial Ventures. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 6.25. Model Homes and Real Estate Offices. Notwithstanding the provisions hereof, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office including a temporary mobile or modular structure until all Lots are sold.

Section 6.26. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any lot, except such machinery as is usual in the maintenance of a private residence.

Section 6.27. Land Use. None of the Lots in Deer Run may be improved, used, or occupied for other than the uses as designated by the recorded plat of Deer Run Addition, applicable zoning regulations and this Declaration, the most restrictive thereof to control in the event of any conflict.

Section 6.28. Requirement to Plant Lawn. Within ninety (90) days after occupancy of a resident on a Lot, the Owner thereof shall seed or sod the entire lawn, unless such date has been extended by the DRC. In the event such lawn is not so installed, Declarant (and its successors) may, after giving written notice to any Lot Owner of such Owner's failure to comply herewith, in accordance with Article 4, install said lawn and collect from the Owner the cost thereof. Declarant is hereby granted the right to enter upon any such Lot for the purpose of performing same.

Section 6.29. Set-Back Requirements. No building, structure, or other improvements may be constructed or maintained on any Lot that violate any platted set-back lines or any governmental ordinances of regulations.

Section 6.30. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall govern and control.

Section 6.31. Drainage. Upon the completion of construction of a residence or other improvements to a Lot, the owner of such Lot shall cause the same to be graded to strictly comply with the Master Drainage Plan and Wichita BMP's referenced in Section 5.09 hereof.

Section 6.32. Vacation Rental by Owner Prohibited. Listing any Lot as a vacation rental through VRBO, Airbnb or otherwise is strictly prohibited.

ARTICLE 7 **Enforcement**

The Association and the Declarant, together or separately, shall have the right to impose certain fines, as may be established from time to time by the Board or Declarant, as the case may be, against Owners for failure to comply with certain terms of this Declaration. Any such fine imposed on an Owner will be charged only after written notice to the Owner to comply with an

opportunity to cure as outlined in such notice. The provisions of Sections 3.05 and 3.06 apply to any fines imposed hereunder.

The Association, the Declarant and any Owner, together or separately, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration. The Association, Declarant, or other Owner, shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.

Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to waiver of the right to do so thereafter. Neither shall failure by the Association to enforce the provision hereof against any Owner nor violation hereof by any Owner be deemed a waiver of any provision hereof as to any other Owner.

ARTICLE 8 **Additional Land**

Declarant may, from time to time, annex additional real property, including additional Common Area, to the property covered by this Declaration and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During the fifteen (15) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said fifteen (15) year period, such additional real property may be annexed provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Deer Run Association in attendance in person or by proxy, at a meeting called for such purpose.

ARTICLE 9 **Power of Assignment and Delegation**

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

ARTICLE 10 **Severability**

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

ARTICLE 11 **Amendment**

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

Section 11.02. Amendments by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers management to the Association shall become effective when approved in writing by Declarant and recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

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

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

b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by the owners of not less than two-thirds (2/3) of the votes in the Addition. Such votes may be cast in person or by proxy as provided for herein and in the bylaws of the Association.

c. City of Bel Aire. Notwithstanding anything else in this Article 11 to the contrary, Section 6.07 shall not be amended without prior approval of the City of Bel Aire.

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

Section 11.04. Amendment and Restatement. This Declaration amends and restates the Declarations of Covenants, Conditions and Restrictions of Deer Run dated November 20, 2017, and replaces any and all past declarations in its entirety.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 10th day of September, 2020.

2BD, LLC

Marc A. Brand
By: Marc A Brand
Title: MEMBER

9/10/2020
Date

State of Kansas)
County of Sedgwick)

This instrument was acknowledged before me on the 10th day of September, 2020, by Marc A Brand as member of 2BD, LLC.

Mary R Brand
Printed Name: Mary R Brand
Notary Public

My Appointment Expires: 6-19-2021

