

DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS

PART A - PREAMBLE

THIS DECLARATION is made on the date hereinafter set forth for the real estate described below located in the City of Lawrence, by the entity described below as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following-described real property (the Real Estate):

GREEN MEADOWS NO 2 SUBDIVISION
A replat of Lot 19, Block 1, Green Meadows Subdivision
In the city of Lawrence, Douglas County, Kansas

WHEREAS, Declarant desires to develop and maintain the Real Estate as a quality residential dwelling area and for such other purposes determined by Declarant and set forth in this Declaration or in an Amendment to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate shall be held, sold and conveyed to others subject to the following easements, covenants, conditions and restrictions which are established for the purpose of protecting the value and desirability of, and which shall run with, the Real Estate and be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PART B – DEFINITIONS

B-1 "Declarant" shall mean and refer to Delta Corporation of Kansas.

B-2 "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision map or maps or plat or plats of the Real Estate or part thereof.

B-3 "Frontal Appearance" shall mean that no less than twenty-five percent (25%) of the surface area of a single-family detached dwelling is constructed of brick, stone, stucco, or synthetic stucco.

B-4 "Construction Changes" shall mean any change which could be deemed as significant to the Architectural Control Committee, and such alteration shall require written approval by the Architectural Control Committee before any changes are made. A change in the paint scheme, for example, would be considered to be a significant change. All floor plans or their alterations must be approved by the Architectural Control Committee.

PART C – LAND USE

C-1 ARCHITECTURAL CONTROL

No building, fence or wall or other improvements shall be erected, placed or altered on any lot until a complete set of construction plans and specifications, including, but not limited to, location of the improvement on the site has been approved by the Architectural Control Committee. Harmony of the external design with existing structures shall be a consideration. The Architectural Control Committee shall, have complete discretion as to the extent of detail required in plans submitted to it. The Architectural Control Committee may issue a Construction Checklist, which may be periodically modified, and with which any person seeking approval must comply.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the date of issuance of a building permit. While under construction, the building site shall be kept clean. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than six (6) months after the date of damage. For any violation of any of the above, an assessment of five hundred dollars (\$500.00) for each month or portion thereof shall be due and payable from the record title owner of that part of the Real Estate where said violation exists to the Architectural Control Committee. Such assessments shall be a lien on the subject real estate, and the Architectural Control Committee may file a Lien Statement with the Register of Deeds of Douglas County, Kansas, to make such lien a matter of public notice. The lien against such real estate shall continue for a period of (5) years from the date a Lien Statement is not so recorded, then from the date of delinquency and no longer unless a foreclosure action shall have been filed. In the event such action is filed within five (5) years from the date the Lien Statement is recorded, or if not recorded within five (5) years from the date of delinquency, the lien shall continue until termination of the action and until sale of such real estate under the execution of judgment establishing the same.

Any "Construction Changes" (see B-4) to the original design including but not limited to the landscaping plan, exterior building structure, fencing, and exterior lighting, shall require written approval by the Architectural Control Committee.

C-2 LAWN CARE

All lots, including unimproved lots, must keep grass and natural growth cut and trimmed to a height of six (6) inches or less. All lots are subject to the Master Street Tree Plan as filed with the City of Lawrence. All City Ordinances concerning weeds, brush and general maintenance apply.

C-3 DRAINAGE

All drainage issues shall be governed according to codes and policies set forth by the City of Lawrence. Owners must comply with the Storm water Pollution Prevention Plan for the Real Estate as set forth by the City of Lawrence.

C-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as will be shown on a recorded plat and/or by an amendment to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-5 FENCING

No chain-link fences shall be placed on any lot. Fences constructed of wood, iron or iron-appearing material, or a combination thereof shall be permitted. No fence shall extend forward of a line extending perpendicularly from each side property line to the corners of the Home nearest the rear corners of such Lot.

Any fencing that is provided by the developer will be placed on the owner's lot and the owner is responsible for any maintenance, upkeep and replacement due to any damage thereafter.

C-6 CHIMNEYS

No exterior chimneys will be allowed on the front of any Home. All allowed exterior chimneys shall be constructed of brick or stone, unless the chimney is on the back of the Home and visible from the street. All chimneys which are visible from only the roof line and above shall be constructed of brick, stone, or fire code approved pipe which has been capped with a black or color-conforming metal rain cap and enclosed by a framed wood structure and is integrated with the architectural design and construction materials of the dwelling. Direct-vent fireplaces may be installed, provided that the enclosures around such fireplaces shall be of the same materials and construction as the adjoining walls.

C-7 LIGHTING

No lights or other illumination (other than street lights) shall be higher than the Home. Exterior holiday lights shall be permitted only between November 15 and January

15. Except for such holiday lights, all exterior lighting shall be white light. Each Lot shall, no later than the completion of construction of the Home, be equipped with an exterior photovoltaic-cell light fixture mounted on the front of the Home.

C-8 NUISANCES

No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each owner of a lot shall refrain from making or permitting any disturbing noises by such owner, such owner's family, employees, agents, visitors, lessees and pets and shall refrain from permitting anything by such persons or such pets that will interfere with the rights, comfort, or convenience of the other lot owners.

C-9 TEMPORARY STRUCTURES AND OUTBUILDINGS

No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be placed or used on any lot at any time as a residence, either temporarily or permanently. No outbuildings or other detached structure appurtenant to the residence shall be erected on any of said lots without the consent in writing of the Architectural Control Committee. No dog pens or dog runs shall be allowed without the specific written approval of the Architectural Control Committee. Requests for approval shall require, but not limited to, the submission of architectural drawings, site location, landscape plan and other noise buffer applications.

C-10 PARKING IN STREETS

No vehicles including but not limited to, recreational vehicles, mobile homes, motor homes, boats, trailers, machinery or other similar equipment, shall be parked for a period of more than forty-eight (48) hours on the drive or yard area of any lot or shall in any way be permitted to create a neighborhood nuisance. Vehicles in daily use shall be stored inside a garage or on the driveway.

C-11 VEHICLE REPAIR

No major repair, rebuilding, or maintenance of any vehicle shall be permitted except within the private enclosed garage appurtenant to a dwelling unit. No major repair, rebuilding, or maintenance of any vehicle shall be permitted in any open parking areas. This restriction shall include, but is not limited to, automobiles, trucks, campers, trailers, and boats.

C-12 BOATS, COMMERCIAL VEHICLES, CAMPERS, CAMPER TRAILERS, AND RECREATIONAL VEHICLES

No boats, campers, camper trailers, recreational vehicles, trucks and no commercial-type vehicles shall be stored or parked on any lot except while parked in a

closed garage no parked on any residential street in Green Meadows Subdivision, Phase II except while engaged in transporting to or from a residence in the subdivision.

C-13 SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or one sign of not more than five (5) square feet used by a builder to advertise the property during the construction and sales period or one sign of not more than five (5) square feet which states that the property has been sold and conveyed.

The Declarant hereby reserves the right to place such signs as deemed necessary or desirable to facilitate traffic flow within the Real Estate and between it and surrounding developments and recreational areas. Any purchaser of a lot subject hereto is deemed to have consented to the design, size and placement of any such signs.

C-14 OIL AND MINING OPERATIONS AND OIL TANKS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No tank for storage of fuel may be maintained above or below the surface of the ground on any of the lots.

C-15 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All animals which are housed outside the living residence shall not create a nuisance. See Item C-9 for restrictions on dog pens and dog runs. Complaints concerning the behavior of any animals shall be handled first by contacting the proper officials for the City of Lawrence.

C-16 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. All sanitary containers which remain outside the residence shall be enclosed, and all enclosures shall be architecturally designed to match the architecture and the materials of the residence. Variances from this requirement shall be made only with the prior written approval of the Architectural Control Committee.

C-17 SIGHT DISTANCE AT INTERSECTIONS

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 and a line connecting them at points 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 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 sufficient height to prevent obstruction of such sight lines.

C-18 OVERHEAD WIRES PROHIBITED

No power or telephone service connection lines shall be erected or maintained above the surface of the ground on any lot.

C-19 PERGOLAS PROHIBITED

No pergola or any detached structure for purely ornamental purposes shall be erected on any part of a lot without the prior consent in writing of the Architectural Control Committee.

C-20 ABOVE-GROUND SWIMMING POOLS

Above-ground and above-grade swimming pools are prohibited.

C-21 CLOTHESLINES

The use of outdoor clothesline is prohibited.

PART D – ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Architectural Control Committee shall be composed of Baha Safadi, Lawrence, Kansas and Amer Safadi, Lawrence, Kansas. In the event of the death or resignation of any member of the Committee. The remaining member or members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration. However, if in their opinion, it is necessary for the Architectural Control Committee to retain professional services to assist them in discharging their duties, the Architectural Control Committee shall have the power to do so and to assess the reasonable expense thereof to the applicant or person for whom such services are retained. The assessment shall be a lien on the subject real estate, and the Architectural Control Committee may file a Lien Statement with the Register of Deeds of Douglas County, Kansas, to make

such a lien a matter of public notice and the duration of said lien shall be the same as the lien set forth in Item C-6.

After expiration of Declarant's Marketing Phase, as defined in Item E-3 below, the owners, by majority vote of the then record owners of all the platted lots within the Real Estate, shall have the power through a duly recorded instrument to change the membership of the Committee, in which event the current members of the Committee shall resign and new members elected. In the event that the owners shall fail to so act, the Committee shall continue in full force and effect until an instrument changing such membership shall have been recorded. For purposes of voting by the owners as set forth in this Item D-1 and in Item E-3, if more than one person holds an interest in any lot, the vote for such lot shall be exercised as such persons among themselves determine; provided, however, that in no event shall more than one vote be cast with respect to any individual lot.

D-2 PROCEDURE

The Committee's approval or disapproval as required in this Declaration shall be in writing and upon majority's vote. In the event that the Committee or its designated representative fails to approve or disapprove the plans within thirty (30) days after the required materials have been submitted to it, approval shall not be required, and the owner who shall have submitted such materials, as well as such materials shall be deemed to have fully complied with this Declaration. The Architectural Control Committee shall have the sole authority to grant variances to these covenants, conditions and restrictions. Variances shall be granted only upon a majority vote of the Architectural Committee.

PART E – GENERAL PROVISIONS

E-1 NONCOMPLIANCE

The Architectural Control Committee assess a fifty dollar (\$50.00) per day assessment against the title holder of any lot on which construction of any type is commenced prior to approval by the Architectural Control Committee of construction plans of said site or for any other violation hereunder for which there is not a specific assessment otherwise provided. This assessment shall continue to be in effect until construction is stopped and a set of plans has been submitted for review or until any other violation is ceased. Construction shall not commence again until a full set of construction plans has been approved by the Architectural Control Committee.

E-2 ENFORCEMENT

The Architectural Control Committee shall have the right to enforce hereunder by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages or unpaid assessments or to foreclose any lien granted hereunder. Failure by the Architectural Control Committee to enforce any covenant, condition or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

E-3 AMENDMENTS

Amendments to this Declaration, including, without limitation, any changes, modifications, deletions of existing provisions, additions of new covenants and provisions, and terminating this Declaration in its entirety (collectively, "Amendment or Amendments"), shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except for Declarant's exclusive right to amend during the Marketing Phase, as set forth below, any proposed amendment must be approved by majority vote of the then owners of all the platted lots within the Real Estate. In all events, the Amendment when adopted shall be effective upon recording of the Amendment to Declaration in the Office of the Register of Deeds of Douglas County, Kansas.

Notwithstanding the foregoing provision of this Part E-3 to the contrary, until the expiration of Declarant's Marketing Phase, which shall be defined to mean the date that is nine (9) years following the date this Declaration is recorded in the Office of the Register of Deeds of Douglas County, Kansas, Declarant shall have the exclusive right to amend this Declaration without the approval of any owner of the Real Estate, or any part thereof, or other person, including, without limitation, the right to extend the expiration date of the Marketing Phase. Declarant may (but shall not be required to), at any time, voluntarily relinquish all or any part of Declarant's control and rights under this Part E-3.

E-4 SEVERABILITY

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

