

PEPPER TREE PARK HOMEOWNERS' ASSOCIATION, INC.
REVISED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DEDICATION OF EASEMENTS

This revised Declaration and Dedication is made this 11th day of March, 2021, by the Board of Directors of Pepper Tree Park Homeowners' Association, which is a homeowners' association organized, existing and in good standing under the laws of the State of Kansas, and referred to hereinafter as the "Declarant".

WHEREAS, on March 21, 1974, a document entitled "PEPPER TREE PARK DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS" was filed in the office of the Shawnee County, Kansas, Register of Deeds at Book 1847, Page 463 (referred to herein as the "Initial Declaration"); and, the Initial Declaration was amended by Amendment No. 1, a document recorded April 3, 1974, in the office of the Shawnee County, Kansas, Register of Deeds at Book 1848, page 747; and, further amended by Amendment No. 2, a document recorded in the office of the Shawnee County, Kansas, Register of Deeds on February 11, 1975, at Book 1873, page 532; and, further amended by Amendment No. 3, a document recorded April 9, 1976, in the office of the Shawnee County, Kansas, Register of Deeds at Book 1912, Page 549; and, further amended by Amendment No. 4, a document recorded in the office of the Shawnee County, Kansas, Register of Deeds, January 13, 1977, at Book 1942, Page 261; and, further amended by Amendment No. 5, a document recorded September 7, 1978, in the office of the Shawnee County, Kansas, Register of Deeds at Book 2020, Page 958; and, further amended by Amendment No. 6, a document recorded August 11, 2010, in the office of the Shawnee County, Kansas, Register of Deeds at Book 4826, Page 44, and further amended by Amendment No. 7, a document recorded on September 25, 2018 in the office of Shawnee County, Kansas, Register of Deeds at Book

_____ Page _____, all of said documents now govern the use and enjoyment by the owners and residents of all property within the Pepper Tree Park Subdivision to Topeka, Shawnee County, Kansas; and

WHEREAS, the Declarant and homeowners are the owners of certain Real Estate generally described as Lot 11, Block "A", Pepper Tree Park Subdivision in the City of Topeka, Shawnee County, Kansas, and in more detail by the various schedules and exhibits attached to the Initial Declaration and to the five (5) Amendments hereinbefore described, and which were made a part of those documents, all of which are hereby incorporated into this Revised Declaration and Dedication by reference, and made a part hereof, the same as if set out herein in full, and will be referenced herein as the "Schedules and Exhibits"; and

WHEREAS, Declarant desires to maintain the Covenants, Conditions, Restrictions, Easements, Charges and Liens upon the Real Estate generally described as Lot 11, Block "A", Pepper Tree Park Subdivision in the City of Topeka, Shawnee County, Kansas, and by the various Schedules and Exhibits referenced above and as set out in the Initial Declaration for the benefit of the Declarant, its successors, assigns, and owners of Pepper Tree Park, and their assigns, to protect the value and desirability of Pepper Tree Park; and

WHEREAS, the Initial Declaration provides for the abolishment or change of said Covenants, Conditions and Restrictions in whole or in part under the provisions of Article 11, Paragraph I of the Initial Declaration, Declarant and the owners of Townhouse Units in Pepper Tree Park Subdivision to the City of Topeka, Shawnee County, Kansas, signing, approving, ratifying and adopting this Revised Declaration and Dedication do desire to make and do hereby make certain changes and alterations to the Initial Declaration.

NOW, THEREFORE, Declarant hereby declares that the real property referred to and

generally described as Lot 11, Block "A", Pepper Tree Park Subdivision in the City of Topeka, Shawnee County, Kansas, and by the Schedules and Exhibits attached to the Initial Declaration and its Amendments and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the Revised Covenants, Conditions, Restrictions, Easements, Charges and Liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. These Revised Easements, Covenants, Restrictions, and Conditions, shall run with the real property and shall be binding upon all parties having or acquiring any right, title, or interest, in the real property, or a part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

Definitions. The following words when used in this declaration or any supplemental declaration shall have the following meanings:

1. "Association" shall mean and refer to Pepper Tree Park Homeowners Association, a non-profit corporation, formed pursuant to the non -profit corporation laws of the State of Kansas, by Articles of Incorporation filed with the Secretary of State for the State of Kansas, on the 11th day of March, 1974, and with the Register of Deeds of Shawnee County, Kansas, on the 11th day of March, 1974, in Book 1846 at Page 547.

2. "Real Estate" shall mean and refer to the Real Estate described by the Schedules and Exhibits incorporated herein by reference and made a part hereof.

3. "Common Area and Facilities" shall mean all that part of the Real Estate and all improvements located thereon, except all Lots and Townhouse Units, and all personal property owned by the Association for the common use and enjoyment of the owners, including the

following:

- a. All Real Estate owned in fee simple by the Association evidenced by warranty deed or deeds from Jayhawk Construction Company, Inc. to the Association dated March 7, 1974, and recorded in Book 1847, Page 516, in the office of the Register of Deeds in Shawnee County, Kansas, and any subsequent conveyances to the Association.
 - b. All swimming pool, recreational facilities, structures, trees, lands caping, or other improvements located upon the Real Estate owned by the Association.
 - c. All paved Drives, , and Parking Areas located upon the Real Estate owned by the Association.
 - d. All installations of central services for the benefit of more than one Owner, such as but not limited to, television cables, trash receptacles, pipes, wires, conduits, and other utility lines and facilities situated thereon.
 - e. All easements, rights, and appurtenances belonging thereto necessary to the existence, maintenance and safety of the Common Area and Facilities.
 - f. The clubhouse.
 - g. All personal property owned by the Association intended for use in connection with the operation of the swimming pool, clubhouse, recreational facilities, buildings, structures, or other facilities of the Association.
 - h. The Real Estate that is the common area so owned by the Association is described graphically and by metes and bounds description in the Schedules and Exhibits incorporated herein by reference and made a part hereof.
4. "Lot" shall mean and refer to the Real Estate on which is located one Townhouse

Unit.

5. "Townhouse Unit" shall mean and refer to a freestanding single-family townhouse residential unit or single-family townhouse residential unit which may be joined together with at least one additional single-family townhouse residence by a common wall, or walls, and/or roof and/or foundation.

6. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to a Lot and Townhouse Unit. There is one Owner per Townhouse Unit. The term "Owner" shall not mean any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired fee simple title to a Townhouse Unit pursuant to foreclosure or any proceeding in lieu of foreclosure.

7. "Declarant" shall mean and refer to the Pepper Tree Park Homeowners Association, a Kansas non-profit corporation.

8. "Drives" shall be defined as pavement that provides vehicle travel from SW Burlingame Road to parking areas and driveways.

9. "Driveway" shall be defined that provides ingress and egress between a unit's garage door opening and a Drive.

10. "Parking Area" shall be defined as any paved area suitable for vehicle parking that is not part of a Drive, Driveway or Parking Pad.

11. "Parking Pad" shall be defined as paved surfaces installed and maintained at an Owner's expense, with approval of the Board, located in whole or in part on Association property.

ARTICLE TWO

The property subject to this Declaration consists of the real property which has been held, transferred, sold, conveyed, and occupied subject to this Declaration as of the date of this Declaration, and as described by the Schedules and Exhibits as incorporated herein by reference and made a part hereof, as well as the Townhouse Units No. 1 through No. 99 located within Pepper Tree Park.

ARTICLE THREE

1. Articles of Incorporation and Bylaws

Except as specifically set forth in this Declaration, all provisions applicable to notice, voting, and quorum requirements for all actions to be taken by the members of the Association, shall be as set forth in the Articles of Incorporation and Bylaws of the Association.

ARTICLE FOUR

Common Areas and Facilities - Rights of Owners

The Common Area and Facilities are described graphically and by metes and bounds description as shown by the Schedules and Exhibits made a part hereof by reference.

1. Enjoyment

Subject to Article Four, Paragraph 2, each Owner shall have a right and easement of enjoyment in and to the common areas and facilities and such easements shall be appurtenant to and shall pass with the title to each Lot and Townhouse Unit.

2. Regulations and Suspension of Rights

The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Board of Directors of the Association to prescribe rules and regulations governing the use, operation and maintenance of all common areas and facilities, including all swimming pools, clubhouse, and other recreational facilities.
- b. The right of the Board of Directors of the Association to suspend the right of any Owner to use the swimming pool, clubhouse, or other recreational facilities located upon common areas for any period during which any monthly fee or charge or any assessment against said Owner remains unpaid.
- c. The right of the Board of Directors of the Association to charge reasonable admission and use fees for the use of the swimming pool, clubhouse, or any other of said recreational facilities to defray costs of the operation thereof.
- d. The right of the Board of Directors of the Association to dedicate or transfer part of the common area to any public agency, authority, or any utility to provide necessary utility services to the Owners.
- e. The right of the Board of Directors of the Association to fix penalties for the violation of any rules and regulations pertaining to the swimming pool, clubhouse, or any other recreational facility and/or common area of the Association.

3. No Restrictions on Access to Units

The Board of Directors of the Association may not, in any event, revoke, limit, restrict, or suspend in any way, the right of any Owner to use and enjoy the Drives, parking areas and sidewalks located upon the Real Estate owned by the Association. As a right running with the real property, ownership of each Lot and Townhouse Unit shall include the right to use and enjoy all walks, Drives, Parking Areas, entrances and exits owned by the Association. There shall

always be direct access by both pedestrians and vehicles to and from each Lot and Townhouse Unit to a public street or to a Drive leading to such public street.

ARTICLE FIVE

COVENANT FOR MAINTENANCE FEES OR CHARGES

1. Creation of a Lien and Personal Obligation of Fees or Charges; Amount of Monthly Fees and Charges

Each Owner, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed of conveyance for each unit owned, hereby covenants and agrees, and shall be deemed to covenant and agree to pay to the Association:

- a. Monthly fees or charges in the sum of Two hundred ninety five dollars (\$295) effective January 1, 2009, subject to the provisions set forth in Article Five, Paragraph 3, of this Declaration.
- b. Special fees or charges for capital improvements; such fees or charges to be fixed, established, and collected from time to time as hereinafter provided.
- c. Insurance premiums for all insurance purchased by the Board of Directors of the Association for the benefit of Owners, pursuant to Article Six of this Declaration.

2. Purpose of Fees or Charges

The fees or charges levied by the Association and/or by the Board of Directors of the Association, shall be used for the following purposes:

- a. Care and maintenance of lawn areas, trees and shrubs (except for lawn areas, trees or shrubs in enclosed patio areas).
- b. Trash removal.

- c. Snow removal of streets, drives and walks owned by the Association.
- d. Street and parking maintenance and repair.
- e. Care and maintenance of clubhouse and swimming pool.
- f. Area lighting.
- g. Exterior painting and repair, including painting the exterior side of wood fences.
- h. Management - including legal and accounting expenses of the Association and the Board of Directors of the Association.
- i. Water and sewer service fees.
- j. Real estate taxes on land and improvements owned by the Association.
- k. Contingency reserves.
- l. Such other purposes that the Board of Directors of the Association may from time to time determine necessary or desirable to meet the purposes of the Association as stated in its Articles of Incorporation, Bylaws, and in this Declaration.

3. Monthly Fees or Charges; Limits Thereon

Until January 1, 2011, the maximum monthly fee or charge shall be Two hundred ninety-five dollars (\$295) per unit, excluding insurance premiums. The fee or charge of \$295.00 (**Two hundred ninety five dollars (\$295) effective January 1, 2009**), per month does not include premiums for liability and casualty insurance applicable to each Lot and Townhouse Unit. Such premiums for liability and casualty insurance shall be paid in full by each Owner on a yearly basis to the Association.

- a. The maximum monthly fee or charge for each unit Owner may be increased each year by the Board of Directors of the Association, not more than ten percent (10%) above the fee or charge for the previous year, without a vote of the Association Owners.

- b. The maximum monthly fee or charge of each Owner may be increased above ten percent (10%) of the maximum fee or charge of the previous year by a vote of at least fifty-one percent (51%) of the Owners.

4. Special Fees or Charges for Capital Improvements

In addition to the monthly fees or charges authorized by Paragraph 3, Article Five hereof, the Board of Directors may levy in any year, a special fee or charge applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, re-const ruction, repairs or replacements of any capital improvements located upon the Real Estate and personal property owned by the Association or the payment of which is the obligation of the Association. Such special fee or charge shall, however, require an affirmative vote of fifty-one percent (51%) of the Owners who are present and voting in person or by proxy at a special meeting called for the purpose of considering the special fee or charge, after not less than thirty (30) days' notice in writing to each Owner of the Association, stating the time, purpose, and place of said meeting. Such special fees or charges shall be due and payable at the time and in the manner as approved by fifty-one percent (51%) of the Owners voting at said meeting.

5. Uniform Rate of Fees or Charges

Both monthly and special fees or charges must be fixed by the Board of Directors of the Association at a uniform rate for all Townhouse Units.

6. Date of Commencement of Monthly Regular Fees or Charges: Due Date

Monthly fees or charges shall be due and payable to the Association on the first day of each month. The monthly fees or charges may also be paid by, for and on behalf of Owners by their mortgagees or holders of a deed of trust or by automatic or electronic transfer of

funds by any financial institution under such terms and agreements as the Board of Directors may from time to time deem appropriate.

7. Duties of the Board of Directors with Respect to Fees or Charges

- a. On or before January 1 of each calendar year, the Board of Directors shall, by Resolution, determine the amount of the monthly fee or charge, pursuant to Article Five, Paragraph 3. Written notice of such monthly fee or charge shall be given to each member - unit owner by delivering a copy of said written notice to each of the 99 units that comprise Pepper Tree Park. Failure of the Association to give written notice of any monthly fee or charge prior to January 1 of any year shall not invalidate any such fee or charge levied, nor shall failure to levy any monthly fee or charge for any one year affect the right of the Association's Board of Directors to do so for any subsequent year. Any Townhouse Unit owner who becomes subject to a fee or charge after January 1 of any year by receiving a warranty deed for said Townhouse Unit, shall commence payment of such fee or charge on a pro-rata basis, commencing on the date said deed is issued and delivered.
- b. The Board of Directors shall, upon demand at any time, furnish to any Owner responsible for fees or charges hereunder, a certificate in writing, signed by the President or Secretary of the Board of Directors of the Association, setting forth whether all fees or charges have been paid to date. A reasonable charge may be made by the Board of Directors for the issuance of such certificate. Such certificate shall be recorded at the Owner's expense in the office of the Register of Deeds of Shawnee County, Kansas, and upon recording shall constitute conclusive evidence of payment of any fee or charge for the period stated in the certificate.

- c. The Association, acting by its Board of Directors, shall enforce payment of the fees or charges in accordance with the provisions of Paragraph 8 of this Article Five.
8. Effect of Non-payment of Monthly Fees or Charges or Any Other Fee or Charge;
The Personal Obligation of the Owner; The Lien; Remedies of the Association;
Maintenance and Enforcement of Lien
- a. If any fee or charge, or any part thereof, is not paid on the date when due, then the unpaid amount of such fee or charge shall become delinquent and shall thereupon be a continuing lien on the Lot and Townhouse Unit of the non-paying Owner, his heirs, executors, administrators, successors, and assigns. No Owner may waive, have waived, or otherwise escape liability for the fees or charges provided herein by non-use of any common areas and facilities owned by the Association, by abandonment of the Lot or Townhouse Unit, or by any other action.
- b. If any fee or charge, or part thereof, is not paid within twenty (20) days after the date it is due, a late-payment fee of Twenty Dollars (\$20.00) shall be added for each month any fee or charge is delinquent. Such late payment charges are cumulative for each fee or charge that is delinquent.
- c. The Association, acting by and through its Board of Directors, may by resolution foreclose any lien in any manner provided or permitted for the foreclosure of realty mortgages in the State of Kansas. All of the provisions of this Article relating to the enforcement of any lien provided for herein, including without limitation the subordination provisions provided herein, shall apply with equal force in each other instance provided for in this declaration or the Association rules, articles and bylaws wherein it is stated that payment of a particular assessment, charge, or other sum shall

be secured by a lien. Nothing herein shall be construed as requiring that the Association take any action allowed hereunder in any particular instance, and the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time, or in a different instance.

9. Subordination of the Lien to Mortgages

The lien for fees and charges, regular and special, provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot and Townhouse Unit subject to fees or charges; provided, however, that such subordination shall apply only to the fee or charge which becomes due and payable prior to the sale, whether public or private, of such unit, pursuant to a decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust. Said sale shall not relieve any such unit from liability for the amount of any fees or charges thereafter becoming due, nor from the lien of any such subsequent fee or charge.

10. Exempt Property

The following property subject to this Declaration and Dedication shall be exempted from the fees, charges and liens created herein:

- a. All property dedicated to and accepted by any municipality or public utility for public use purposes.
- b. All common areas and facilities.

ARTICLE SIX

1. Insurance

The Board of Directors of the Association shall obtain and maintain for the benefit of

all Owners, their mortgagees, and the Association, as their interests may appear, the following policies of insurance, if available:

- a. Liability Insurance Public liability and property damage insurance covering all common areas, facilities and recreational improvements owned by the Association, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$100,000 for injury to one person and \$300,000 for injury to more than one person in any one accident or occurrence, and \$100,000 for property damage.
- b. Workmen's Compensation Insurance Workmen's compensation insurance to the extent deemed necessary by the Board of Directors to comply with any and all applicable laws.
- c. Casualty Fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements located upon the Real Estate, including all improvements owned by the Association and all Townhouse Units owned by individual Owners, for the interest of the Association, all Townhouse Unit Owners and their mortgagees as their interests may appear, in an amount equal to the maximum insurable replacement cost, as determined annually by the Board of Directors of the Association.
 - i. Loss Payable Provisions - Insurance Trustee: All policies of casualty insurance purchased by the Association shall be for the benefit of the Association, all Townhouse Unit Owners, and their mortgagees as their interests may appear. Such policies shall be deposited with the insurance trustee (as hereinafter defined), who must first acknowledge that the

policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any bank located in the City of Topeka with trust powers under the laws of the State of Kansas, as may be approved from time to time by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee". The Association, acting by its Board of Directors, shall enter into an insurance trust agreement with the Insurance Trustee containing such terms and provisions as the Board of Directors deem reasonable and necessary to implement the insurance provisions of this declaration. The Insurance Trustee shall not be liable for the payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes stated herein for the benefit of the Association, the Townhouse Unit Owners, and their respective mortgagees. Proceeds on account of damage to improvements located upon common areas shall be held for the benefit of the Association. Proceeds on account of damage to individual Townhouse Units shall be held for the Owners and mortgagees of the individual damaged Townhouse Units in proportion to the cost of repairing the damage suffered by each individual Townhouse Unit, as determined by the Board of Directors of the

Association.

- ii. Mortgagees: In the event a mortgagee endorsement has been issued as to any individual Townhouse Unit, the share of such mortgaged Townhouse Unit shall be held in trust for the mortgagee and the unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of any mortgage debt, any insurance proceeds except distribution of such proceeds made to the individual unit Owner and mortgagee pursuant to the provisions of Article **Six** of this declaration as set forth hereinafter.
- iii. Distribution of Proceeds Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Owners, the Association, and their respective mortgagees in the following manner:
 - a. Expenses of the Trust All reasonable expenses related to administration of the insurance trust shall be paid by the Association from fees and charges received by the Association from the Owners pursuant to this Declaration and not from proceeds of said insurance.
 - b. Reconstruction or repair If the damage for which the proceeds are to be paid, is to be reconstructed or repaired, the remaining insurance proceeds shall be utilized to defray the cost thereof as hereinafter provided. Any proceeds remaining after defraying such reconstruction or repair costs shall be distributed to the Owners, remittance to

Townhouse Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee or holder of a deed of trust of any Townhouse Unit and may be enforced by such mortgagee or holder of the deed of trust. In making distribution to townhouse Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president or vice president, and its secretary or assistant secretary, as to the names of the Townhouse Unit Owners, their mortgagees, and their respective shares of the distributions.

c. Association as Agent For purposes of administering all provisions of this declaration relating to insurance, the Association, acting by and through its Board of Directors, is irrevocably appointed agent for each Townhouse Unit Owner and for each mortgagee, holder of deed of trust, or other lien upon a Townhouse Unit. The Association, acting by its Board of Directors, shall have the authority to adjust all claims arising under all insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

d. Costs of Reconstruction or Repair The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Townhouse Unit Owners on account of such casualty not covered by insurance shall constitute a construction

fund which shall be disbursed in payment of the costs of reconstruction or repair in the following manner and order:

1. To the cost of reconstruction or repair of the improvements located upon the common areas title to which is in the name of the Association.
2. To the cost of reconstruction or repair of the damaged Townhouse Units in the proportion which the damage of each such unit bears to the damage to all Townhouse Units damaged.
3. Any surplus remaining to the damaged Townhouse Unit Owners and their respective mortgagees as their interests then appear, in the same proportion each to the other as the damage of each Townhouse Unit bears to the damage of all Townhouse Units damaged.
4. If the cost of reconstruction or repair of an individual Townhouse Unit shall exceed the amount allocated to that unit as set forth above, then the excess cost shall be paid by the unit Owner and added to the construction fund specifically designated for reconstruction or repair of the unit whose Owner has paid such excess cost. Such a determination may be made by the Board of Directors of the Association based upon a certificate of a licensed local architect employed by the Association to provide assistance in

reconstruction and repair after such damage.’

5. If there is a balance in the construction fund after payment of all costs of the reconstruction or repair for which the fund was established, such balance shall be distributed to the Townhouse Unit Owners and their mortgagees in the same proportion as an individual unit Owner's contribution bears to the total contribution by such Owner to the construction fund.

- iv. Architect The Board of Directors for and on behalf of the Association may employ an architect who shall be in charge of all reconstruction and repair of all improvements owned by the Association and by individual Townhouse Unit Owners. Each request for disbursement of insurance proceeds for payment of reconstruction or repair shall include a certificate of the architect to the effect that all work then completed has been performed in accordance with plans and specifications approved by the Board of Directors of the Association and all applicable building codes. A certificate of final completion shall be prepared and delivered to the Insurance Trustee when all such repair and reconstruction has been completed in accordance with said approved plans and specifications and all applicable building codes.
- v. Insurance Policy Limitations. All insurance policies obtained pursuant to the requirements of this Article by the Board of Directors for and on behalf of the Association shall be subject to the extent available to the following provisions:

a. All policies shall be written with a company or companies licensed to do business in the State of Kansas and holding a rating of "A+AAAA" or better in Best's Insurance Guide or some other equivalent insurance guide reference directory.

b. Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, as agent or trustee for all Townhouse Unit Owners and their mortgagees.

c. In no event may the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Owners of individual Townhouse Units or their mortgagees, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

d. All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all Owners and all mortgagees of individual Townhouse Units.

e. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Owner of any individual Townhouse Unit and/or their respective agents, employees and tenants, and of any defenses based upon co-

insurance or invalidity arising from the acts of the insured.

- vi. Individual Additional Insurance by Townhouse Unit Owners The Owner of any Lot and Townhouse Unit may obtain additional insurance at their own expense, including liability insurance to cover accidents or damage to persons or property occurring within Owner's own individual Townhouse Unit. Each individual Townhouse Unit Owner shall also have the authority to purchase insurance upon Owner's own personal property and any additional improvements located within Owner's individual Townhouse Unit. Such insurance shall contain the same waiver of subrogation provisions set forth above applicable to insurance purchased by the Board of Directors for the Association.
- vii. Endorsements The Board of Directors at the request of any Owner or mortgagee shall promptly obtain and forward to such Owner and mortgagee, endorsement to any of the policies aforementioned in this Article, showing the interest of such Owner or mortgagee as it may appear, and certificates of insurance relating to any of such policies. The Board of Directors may assess to such individual Owner or mortgagee a reasonable sum to reimburse the Association for the time and expense in securing and issuing such endorsements or certificates.

ARTICLE SEVEN

Management, Maintenance, Repairs, Alterations and Improvements

1. Manager or Managing Agent

The management, repair, alteration and improvement of all improvements constructed upon Real Estate owned by the Association and all other property as set forth hereinafter as the responsibility of the Association, shall be the responsibility of the Board of Directors of the Association. The Board of Directors may delegate all or any portion of its authority to a manager or managing agent. Such delegation shall be evidenced by a management contract which shall not exceed three (3) years in duration and which shall set forth such duties and responsibilities as the Board of Directors may from time to time determine.

2. Maintenance, Repair, Alteration and Improvements

a. By the Association:

From fees and charges received pursuant to Article Five of this Declaration, the Association shall provide routine repair, maintenance and care of interior private streets, exterior building surfaces and fences except windows and doors, trees, shrubs, grass, walks and other exterior improvements within enclosed patio areas. The frequency and times and the materials to be used in the performance of all such routine repair, maintenance and care shall be in the sole discretion of the Board of Directors of the Association and shall not be subject to the control of any Owner. Routine repair, maintenance and care shall include replacements. In the event that the need for such maintenance, care or repair to any Townhouse Unit is caused through the willful or negligent act of an Owner, his family, guests, or invitees the cost of such maintenance, care, or repair not covered by insurance shall be added to and become an additional fee or charge, in addition to the monthly fee or charge to which such Owner's unit is subject, and must be paid by or on behalf of said Owner within thirty (30) days after written demand therefor from the Board of Directors of the Association and shall be enforceable and secured by a lien as

in the case of said monthly fee or charge.

b. By Individual Owners:

The responsibility of each individual Owner shall be as follows:

To maintain, repair and replace at his expense all portions of his Lot and Townhouse Unit constructed thereon which are not the responsibility of the Board of Directors of the Association, including but not limited to all appliances, heating, plumbing, electrical air conditioning, fixtures, or installations, and any portion of any utility services located within the Lot and Townhouse Unit constructed thereon, including all patios, grass, trees, shrubs and all other improvements located within a front or rear fenced yard. Each Owner shall be responsible for the repair, maintenance, care and replacement of all patios, windows and other glass surfaces, guttering, doors, entryways and all interior improvements and fixtures which are appurtenant to each Townhouse Unit, including without limitation responsibility for all breakage, damage, malfunction, painting of the interior side of all patio fences and ordinary wear and tear.

c. Improvements and Alterations:

No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his Townhouse Unit or fence without the prior written consent of the Board of Directors of the Association and prior notice to all members/owners.

Except for purposes of maintenance and repair as provided in this Declaration, no building, fence, wall or other improvements or structures shall be commenced, erected, placed, moved or maintained upon the Real Estate, the Lot or any individual Townhouse Unit, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, setback, materials, color and location of the same shall have been submitted to and

approved in writing by the Board of Directors of the Association or by an architectural control committee appointed by the Board of Directors.

The architectural control committee, if appointed by the Board of Directors, shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors and such persons shall serve at the pleasure of the Board of Directors.

In the event the Board of Directors fails to appoint an architectural control committee, then the Board of Directors shall constitute the committee. The affirmative vote of a majority of the members of the architectural control committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Declaration.

- i. Approvals: Upon approval by the architectural control committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon approval by the applicable governmental agency authorized to issue building permits, a copy of such plans and specifications and a copy of all building permits as approved shall be deposited among the permanent records of the Association and a copy of such plans and specifications and building permits bearing such approval in writing, shall be returned to the applicant submitting the same. In the event the committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Declaration within sixty (60) days after such plans and specifications (and all other material and information required by the committee) have been submitted to it in writing,

then approval will not be required and this Article will be deemed to have been fully complied with.

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

iii. Certificate of Compliance: Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the architectural control committee, the committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be *prima facie* evidence that the building,

fence, wall or other improvements or structures referred to in said certificate have been approved by the committee and constructed or installed in full compliance with the provisions of this Article, and with such other provisions and requirements of this Declaration as may be applicable.

- iv. Rules and Regulations: The architectural control committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statement of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The architectural control committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the architectural control committee shall be final except that any Owner who is aggrieved by any action or forbearance from action by the architectural control committee may appeal the decision of the architectural control committee to the Board of Directors of the Association and, upon the written request of such Owner, shall be entitled to a hearing before the Board of Directors. The vote of a majority of the Board of Directors shall be required to reverse or otherwise modify any decision of the architectural control committee.
- v. Enforcement - Right to Remove or Correct Violations: In the event any building, fence, wall or other improvements or structure shall be commenced,

erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the architectural control committee required herein, and, upon written notice from the Board of Directors or the architectural control committee, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or the architectural control committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article Five, Paragraph 8 of this Declaration. The Association shall have the further right, through its agent, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to

have committed a trespass or other wrongful act by reasons of such entry or inspection.

ARTICLE EIGHT

Party Walls and Easements for Encroachments

1. Townhouse Units may have at least one wall in common with an adjoining Townhouse Unit, which common wall or walls will be built on a dividing line between the Lots. Each such common wall shall be a party wall and the rights and obligations of the owners of such party walls shall be as follows:

- a. General Rules To the extent not inconsistent with this Article, all laws applicable to party walls and liability for property damage due to negligence or willful acts or omissions in the State of Kansas shall apply thereto. No Owner of any Townhouse Unit shall cut through or make penetration through a party wall for any purpose whatsoever.
- b. Party Fence Each fence which is built and placed on the dividing lines between Lots and Townhouse Units shall constitute a party fence, and the general rules of law regarding party walls or fences and liability for property damage due to negligence or willful acts or omissions shall apply to such party fences. No Owner of any Townhouse Unit shall cut through or make penetration through a party fence for any purpose whatsoever, except to facilitate natural drainage and with agreement of the Owners of the party fence.
- c. Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of the party wall or party fence shall be shared by the Owners who make use of the wall or fence, except such repair and maintenance required to be made by the Association

as set forth hereinabove.

- d. Destruction by Fire or Other Casualty If a party wall or fence is damaged or destroyed by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, said wall or fence shall be repaired or replaced by the Owners thereof and the cost of such repairs or replacement shall be borne equally without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.
- e. Weatherproofing Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid for by the insurance provided for herein, an Owner, who by his negligent or willful act causes or permits any party wall or fence or portion thereof to be damaged or destroyed shall bear the whole cost of furnishing the necessary repair or replacement of said party wall or fence.
- f. Right to Contributions The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the Lot and Townhouse Unit and shall pass to such Owner's successors in title.

ARTICLE NINE

Utility Easements, Easements for Minor Encroachments, Easements for Ingress and Egress to Lots, and General Easements for Benefit of the Association

1. Utility Easements

There have been installed certain lines, pipes, conduits, meters and other utility

facilities referred to as "utility lines," for the purpose of providing such sewer, electricity, gas, water, cable and telephone services to the individual Townhouse Units. To insure that such utility lines shall be kept, maintained, restored, repaired and replaced, there is granted to the City of Topeka, and any and all public utilities, for the benefit of the Owners, the following permanent rights, licenses and easements:

- a. An easement to keep, maintain, restore, repair and replace any such utility lines over, under and across any Association property or Lot and Townhouse Unit for the purpose of maintaining, restoring, repairing or replacing any utility line, and for the purpose of reading any meter installed with respect to any utility line.
- b. If, in order to maintain, restore, repair or replace the utility line that serves any one Townhouse Unit, it becomes necessary to break through walls, excavate or otherwise damage a Townhouse Unit, or Association property entered, the damages caused by such entry shall be repaired and the Townhouse Unit or Association property entered shall be restored to substantially the same condition as prior to such damage, as a common expense of the Association.
- c. If it becomes necessary to maintain, restore, repair or replace utility lines which serve more than one Townhouse Unit, then the cost of such maintenance, restoration, repair or replacement to its former condition shall be a common expense of the Association.

2. Easements for Minor Encroachments

Each Townhouse Unit and all improvements constructed upon property owned by the Association shall be subject to an easement created by the construction of any overhang of the structures. A valid easement for said encroachment and for the maintenance of same so long as

they stand shall and does exist. In the event any such improvements are partially or totally destroyed and then rebuilt, the Association and the Owners of each Townhouse Unit agree that valid easements shall exist for any encroachment resulting therefrom.

3. Blanket Easement

There is hereby created a blanket easement upon, across, over and under all of the Real Estate for ingress and egress, installation, operation, replacing, repairing and maintaining utilities, including but not limited to water, sewer, cable, telephone, television, electricity, gas and drainage facilities, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utilities or drainage facilities. By virtue of this easement, it shall be expressly permissible for the City of Topeka or any public utility and/or declarant to affix and maintain pipes, wires, conduits or other services lines on, above, across and under the roofs and exterior walls of the Townhouse Units. Notwithstanding anything to the contrary contained in this paragraph, or in this Declaration, no sewer, electrical line, water line or other utilities may be installed or relocated on improvements located upon property owned by the Association or by Owners until approved by the Board of Directors of the Association. Neither the Association nor any utility company or other authorized entity using the easements shall be liable for any damage done by them, their employees or agents, to shrubbery, trees, flowers or other improvements located on the land covered by said easements. The Owners of the respective Townhouse Units shall not be deemed to separately own pipes, wires conduits or other service lines running through their property, which are utilized for or serve other units, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance

and enjoyment of Owner's Townhouse Unit.

4. Easement for Ingress and Egress - Private Drive

The Association, its successors and assigns, and each Owner has an easement for ingress and egress to each Townhouse Unit over and across the private Drives owned by the Association. The Real Estate subject to said easement is described graphically and by metes and bounds description as shown by Pepper Tree Park road for ingress and egress,

Phase I, certified and dated March 11, 1974, attached hereto and made a part hereof as Schedule "C".

5. Association Easement

The Association has an easement over, under and across all Real Estate subject to this Declaration, for the benefit of each Owner, for the purposes of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration, or the Articles of Incorporation and Bylaws of the Association.

ARTICLE TEN

Use Restrictions

1. Use of Land as Single-Family Residence, Minimum Square Footage

- a. Each Townhouse Unit will be constructed upon an individual Lot evidenced by a warranty deed to be recorded in the office of the Register of Deeds for Shawnee County, Kansas. Each Townhouse Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions, and provisions hereof.
- b. Each Townhouse Unit shall be used solely for a private single family

- residence, professional business or commercial use shall be made of the same or any portion thereof; nor shall an owner's or tenant's use of the unit endanger the health or disturb the reasonable enjoyment of any other Owner or resident.
- c. No Townhouse Unit, or part thereof, may be leased, rented, or let to others except in the following circumstances:
- i. Any Townhouse Unit, as of the Effective Date hereof (defined in the last section below) being utilized as rental property may continue to be rented or leased until such time as the record Owner or holder of the beneficial interest in the property, sells or transfers the property, provided that for the purposes of this provision a transfer to a revocable trust for the benefit of the record owner or a transfer to a lineal descendent of the first degree by gift or by reason of the death of the record owner (or the death of the grantor of a revocable trust which is the record owner) shall not be deemed a sale or transfer under this provision but any subsequent sale or transfer shall be subject to the provisions hereof, and thereafter, such property may not be rented or leased, except as otherwise provided herein.
 - ii. Any Townhouse Unit may be rented or leased for a period not to exceed eighteen (18) months in any five (5) year period in the event that the Owner has temporarily relocated from the Townhouse Unit due to unemployment or military service and advises the Board of Directors in writing of the circumstances and of the Owner's intent to return to the Townhouse Unit, or the Owner of the Townhouse Unit is temporarily residing in a hospital, nursing home, or other type of extended care facility

due to a medical condition and advises the Board of Directors in writing of the circumstances and of the Owner's intent to return to the Townhouse Unit.

- iii. The Owner of the Townhouse Unit has leased or rented the Townhouse Unit to any of the Owner's lineal descendants with a written provision providing that any such tenant is absolutely prevented from subleasing or renting such Townhouse Unit to any other person except another lineal descendant of the Owner; and, the Owner of the Townhouse Unit has provided a copy of the executed lease or rental agreement to the Board of Directors of Pepper Tree Park Homeowners Association, Inc.
 - iv. The Owner of a unit makes a written request to the Board of Directors to permit a lease of a Townhouse Unit due to hardship, in which event the Board of Directors shall have the right to extend the term of lease permitted under subsection (ii) herein to a period not to exceed twenty-four (24) months in any five (5) year period or to permit a lease not to exceed eighteen (18) months in any five (5) year period in circumstances not otherwise permitted under (ii) above. The decision of the Board of Directors shall be absolute and in the sole discretion of the Board of Directors.
 - v. Violation of this restriction shall subject the violating party to judicial relief by way of injunction, specific performance and/or money damages. Violation of this restriction shall not make any lease or similar conveyance void, it being the intention that this restriction be promissory and not disabling.
- d. Except for improvements owned by the Association, only Townhouse Units, which are single family residences which may be joined together by a common wall or walls

and/or common roofs and/or foundations shall be constructed upon the Real Estate subject to this Declaration. No Townhouse Unit shall be erected or placed upon the Real Estate unless the same shall contain a minimum of 1150 square feet of total floor area exclusive of porches, basements, attics or garages.

2. Design and Location of Townhouse Units; Additional Use Restrictions

- a. No Townhouse Unit shall be erected, placed, altered or externally improved on any Lot until the building plans and specification of exterior color scheme, materials, grading and the location thereof have been approved in writing by the Association Board of Directors or the architectural control meeting, as set forth in this Declaration.
- b. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.
- c. No signs, billboards, basketball goals, unsightly objects or nuisances shall be erected, placed or permitted. No awnings, canopies, shutters, or radio and television antennas or satellite dishes shall be affixed to or placed upon an exterior wall or roof of a Townhouse Unit without the prior written consent of the Association's Board of Directors.
- d. No outside storage of any item shall be allowed except within the private garage of the Owner. No boat, camper, trailer, truck, mobile home, or self-propelled recreational vehicle of any type whatsoever may be parked, stored, or otherwise located at any location within the area affected by these restrictions except for a period of time reasonably necessary for loading or unloading of personal property

or persons into the same by or with consent of the Owner.

- e. No maintenance of any vehicle other than washing, shall be permitted except within the private garage of the Owner. This includes, but is not limited to automobiles, trucks, campers, trailers and boats. No non-operable vehicle of any kind, nor any vehicle without current license tags may be kept on any unit, yard, Driveway or Drive in front of any unit at any time.
- f. The foregoing covenants of this Declaration shall not apply to the activities of the Association.
- g. No dog or other animal pen or run may be maintained at any time or place. No animals, livestock or poultry of any kind shall be raised, bred or kept at any time or place, except dogs, cats or other common household pets, which may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All such pets must be confined at all times within the interior of the unit, within the fenced area of a townhouse patio or under the direct supervision and control of the Owner. Excrement of dogs must be properly retrieved and disposed of by the Owner. Violations shall be imposed by the Board of Directors and shall not exceed a fine of \$100.00 per month.
- h. All rubbish, trash or garbage shall be kept so as not to be seen from the neighboring units and Drives, except on pick-up day and 24 hours before pick-up day.
- i. All fixtures and equipment installed within a Townhouse Unit commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the Townhouse Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or

- integrity of another Townhouse Unit or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Townhouse Units or their Owners.
- j. No vehicles shall be parked on streets, driveways, or parking areas so as to obstruct ingress and egress by Owners of townhouse units, their families, guests, and invitees, except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family, guests and invitees of owners of townhouse units may park their vehicles in the guest parking areas provided as part of the common area. Guest parking areas are not intended for use by the owners of townhouse units for parking or storing boats, trailers, camping units, or any personal vehicles and the Association may insure the proper use of said areas in such legal manner as it deems necessary.
 - k. Except within the individual patio areas appurtenant to a Townhouse Unit, no planting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors or their designated architectural control committee. No chain link boundary fences shall be allowed upon any Townhouse Unit.
 - l. No noxious or offensive activity shall be carried on in any one Townhouse Unit or upon the common areas nor shall anything be done thereon which may be or may become an annoyance, nuisance, or harmful to the property of other Owners or to the neighborhood. This shall include excess watering and drainage runoff.

- m. The garage doors of each Townhouse Unit shall be kept closed at all times except when entering or exiting the garage, and except when they need to remain open for some lawful purpose. The Association, by and through its manager, shall have the right to enter the garage and close garage doors at any time they are found open.

ARTICLE ELEVEN

General Provisions

1. Amendment The covenants, conditions and restrictions of this Declaration shall run with and bind the Real Estate subject to this Declaration, and shall inure to the benefit of and be enforceable by Pepper Tree Park Homeowners Association, or the Owner of any Townhouse Unit, subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Townhouse Units has been recorded, agreeing to abolish said covenants, conditions and restrictions or to change said covenants, conditions and restrictions in whole or in part; provided, however, such agreements to abolish or change shall be effective unless made and recorded one (1) year in advance of the effective date of such change.
2. Amendment by Owners Except as provided in paragraph 1 of this Article, during such ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended, and/or changed in whole or in part only with the consent of fifty-one percent (51%) or more of all Owners, evidenced by a document

in writing bearing each of their signatures.

3. Enforcement Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Pepper Tree Park Homeowners Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
4. Grammar The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women shall in all cases be assumed as though in each case fully expressed.
5. Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions, which shall remain in full force and effect.
6. Notices All notices required to be given hereunder shall be deemed to have been delivered when deposited with the United States postal service, postage prepaid, certified mail, return receipt requested, addressed to the Owner at the street address assigned to Owner's Townhouse Unit by the governing body of the City of Topeka, Kansas, or its delegate.

ARTICLE TWELVE

Effective Date

1. When a majority of the current owners of the townhouse units have approved these revised covenants and restrictions by signing this document; and, these approved revised covenants and restrictions are recorded in the Office of the Register of Deeds for Shawnee County, Kansas prior to March 21, 2003, these revised covenants and restrictions shall become effective on March 21, 2004, and be in full force and effect from that date.

IN WITNESS WHEREOF, the Pepper Tree Park Homeowners Association, Inc., being the Declarant herein, has caused this instrument to be executed in its name and on its behalf and its corporate seal to be affixed hereunto by officers duly authorized thereunto this 10th day of August, 2010.

PEPPER TREE PARK
HOMEOWNERS ASSOCIATION, INC.

President

Attest:

Secretary

State of Kansas, County of Shawnee, ss:

Before me, the undersigned, on this day personally appeared _____, President of Pepper Tree Park Homeowners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of Pepper Tree Park Homeowners Association, Inc., a corporation, and that (he/she) executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the ___ day of _____, 20____

Notary Public

My commission expires:
