

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
PRAIRIE WOODS**

THIS DECLARATION, made this 17th day of January, 1996, by Buildings Development, Inc. (hereinafter referred to as "Declarant"):

WITNESSETH: That,

WHEREAS, Declarant is the owner of the real property described as Prairie Woods Addition to Wichita, Sedgwick County, Kansas. Declarant intends by this declaration to impose covenants and restrictions upon the properties mutually beneficial to residential property within Prairie Woods Addition to Wichita, Sedgwick County, Kansas (hereinafter referred to as "The Property"). Declarant desires to provide a flexible and reasonable procedure for the overall development of the properties and the interrelationships of the component residential association, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such properties as are now or may hereafter be submitted to this declaration:

Now, therefore, Declarant hereby declares that all of the lots except Lot 14, Block 3, of Prairie Woods Addition, and any additional property as may be subsequent amendment be added to and subjected to this declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this declaration and which shall be binding on all parties having any interest therein, their heirs, successors, successors-in-title, and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE 1

Association Membership and Voting Rights

Section 1.01. Formation of Association. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Kansas.

Section 1.02. Membership. Membership in the Association shall be mandatory for each owner of a lot. Each of such landowners herein after 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 conveyed equitable title, in such instances, the equitable owners shall be considered to be the members of the Association.

Section 1.04. Definition of "Lot." The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat or any replat of Prairie Woods Addition, provided that where property has been attached or detached from any Lot, each enlarged Lot and/or each diminished Lot shall be deemed to be a "lot", provided further, two or more Lots which are adjacent and used for one residence and recorded into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 1.05. Voting Rights. There shall be two (2) votes for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to six (6) votes for each Lot of which it is the Owner.

Section 1.06. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association as stated in Article 9 of this document.

ARTICLE 2

Property Rights

Section 2.01. Easement in Common Area. Declarant hereby dedicates and conveys to each member a right an easement of enjoyment in and to the common areas 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 hereinafter described, free and clear of all encumbrances and liens, except any current ad valorem or special 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 the Declaration of Covenants. 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 its Members. Said easement shall not be personal but shall be considered to be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not.

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 of the property subject to the Declaration.

Section 2.03. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "A" & "B" as shown on the plat of Prairie Woods Addition to the city of Wichita, Sedgwick County, Kansas, and as modified by any plat after the date hereof, subject to the public utilities easements, drainage easements and buffer zones thereto.

Section 2.04. Title to the Common Area. Declarant may retain the title to the Common Area until such time as, in the opinion of Declarant, the Association is able to maintain the same; provided however, title shall be conveyed no later than the time Declarant turns over the Association operations to the Association.

ARTICLE 3

Assessments

Section 3.01. Assignments. All of the Lots shall be subject to an assessment charge to be paid by the respective Owners thereof to the Association annually in advance on the 1st day of January, in each year. No assessment shall be charged to any lot until 50% of all lots are owned by parties other than the Declarant.

Section 3.02. Determination of Assessments. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. This sum so determined shall be divided by the total number of Lots, and each Lot shall be assessed an equal amount. Should the Board of Directors of the Association at any time determine, in its sole discretion, that the assessments levied are or may provide to be insufficient to pay the costs of operation and management of the Common Area, or in the event or emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 3.03. Use of Assessment Fund. The assessment fund shall be used for such of the following purposes as the Board of Directors of the Association shall determine necessary and advisable: for enhancing and maintaining the Common Area and other property of the Association; for planting trees and shrubbery and their care thereof; for removing grass or weeds; for purchasing, maintaining, and operating any community service; for purchase of insurance; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; or for any other purpose within the purposes for which the Association is incorporated.

Section 3.04. Interest on Delinquent Assessments. All assessment charges which shall 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.

Section 3.05. Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby a mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which

were then due and unpaid to the title of his acquiring the title and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the Association.

Section 3.06. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding 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 3.07. Right of Association to Enforce Payment of Assessment. By the acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

Section 3.08. Maximum Annual Assessment.

a. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than 10 percent (10%) above the annual assessment for the previous year without a vote of the membership of the Association pursuant to subparagraph (b.) below, with the exception of emergencies as stated in Section 3.02.

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

c. The Board of Directors of the Association (the "Board") may fix the annual assessment at an amount not in excess of the maximum amounts set forth in the Section 3.08.

ARTICLE 4

Covenants for Maintenance

Section 4.01. Association Maintenance. The Association shall maintain the Common Area including, but not limited to, the seeding, watering and mowing of the lawns, care of plantings, maintenance of sprinkler system, fences and entry markers.

Section 4.02. Cost of Maintenance. The cost of maintenance to be provided above shall be added to and become a part of the annual assessment to which the Lots are subjected.

ARTICLE 5

Architectural Control

Section 5.01. Approval Required. Prairie Woods has been planned and developed as a high-class, integrated planned development. Certain approvals are required as hereinafter set out. No building, fence, wall, or other structure or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change in alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee (hereinafter referred to as "the ACC"). In the event the ACC 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.

Section 5.02. Removal and Alteration of Structures; Lien.

a. If any structure shall be altered, 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 ACC pursuant to the provisions of this Article, such alteration, erection, 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 Board of Directors, any such structure so altered, erected, placed, or maintained upon any Lot in violations hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

b. If fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Board of Directors shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violations, and the cost hereof 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 questions in the following manner: The Association may record an Affidavit of Nonpayment or removal or Alteration Charges 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, and (III) the amount of the Removal and Alteration Charges 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

which may thereafter in any manner arise or be imposed upon the property whether arising from or 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.

c. In the event 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, shall be fully paid, the Association shall, within ten (10) days following receipt of certified or collected funds in full payment, fill with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (I) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which 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 of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit, and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the preexisting lien has been fully and completely released and discharged.

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

Section 5.03. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specification approved by the Board of Directors, 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 are not in violation of these covenants and restrictions. 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 the Section shall be prima facie evidence of the facts therein stated, and, as to any lender, 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 this Declaration as to which the Board of Directors exercises any discretionary or interpretive powers.

Section 5.04. Right of Inspection. The Board of Directors or ACC or any of its 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, construction, alteration of structures thereon are in the compliance with the provisions hereof, and neither the Board of Directors or ACC, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. The Board of Directors shall not be obligated to make any such inspection.

Any such inspection shall be solely for the benefit of the Association, and no other party may rely thereon in any way except pursuant to Section 5.03.

Section 5.05. No Liability. Neither the Board of Directors, Declarant, the ACC, the Association, nor any officer, director, member, agent, nor 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.

ARTICLE 6

General Covenants and Restrictions

Section 6.01. Structures: Division of Lots; Utilities: Trainers: and Fences.

a. No previously approved structure shall be used for any purpose other than that for which it was originally designed.

b. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

c. 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. Radio and TV aerial antennas shall not exceed six feet higher than the highest point of the roof ridge of any structure. Satellite dishes are permissible but shall be of black mesh, no larger than 10 feet in diameter, located in the rear yard of the home not closer than 15 feet to any property line and must have advance written approval of the Board of Directors or the Architectural Control Committee which may be formed by the Board of Directors.

d. No boat, boat trailer, horse trailer, house trailer, camper, camper trailers, recreational vehicles, or similar items shall be stored or continually parked in and on any street, the Common Area, or in the open on any Lot or driveway; no other vehicle on which current registration plates are not displayed shall be kept in the open on any Lots, driveway, or the Common Area. Vehicle repairs other than ordinary light maintenance are not permitted on the property.

e. No fence shall be erected on any Lot, except those specifically approved as to location, size, type and materials by the Board of Directors of ACC. Chain link fences will not be approved as privacy fences.

Section 6.02. Rights of City of Wichita: Off-Street Parking Requirement. The Common Area is to be conveyed to an Owner's Association, which association shall be responsible for the maintenance and upkeep thereof. 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 City of Wichita may serve a written Notice of Delinquency upon the Association setting for the manner in which the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, The City, in order to preserve the taxable value of the properties within the 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 incurred by the City in carrying out the obligations of the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before the City Council of the City of Wichita, Kansas, to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Each of the Lots shall provide at least four (4) off-street parking spaces per dwelling unit, inclusive of the garage and driveway.

Section 6.03. Lawns and Trees. All lawns shall be seeded or sodded at the first available planting time after sale of the dwelling to Owner. The type of grass utilized shall be in accordance with standards adopted by the Board of Directors. No tree having a diameter of three (3) 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 ACC. The ACC, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The ACC may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the ACC and its agents may come upon any lot during reasonable hours for the purpose of inspecting or making trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provision hereof. Neither the ACC nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 6.04. 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 of animals be conducted on the Property without the express written consent of the BOD. The BOD may publish and impose reasonable regulations betting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall not be permitted to become a nuisance to other owners and shall be confined at all times to the residence site and must be kept on a lease when outside the residence site.

Section 6.05. Signs. No sign or other advertising device other than real estate for sale signs shall be placed on any Lot, except as provided herein. The BOD may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Association may remove nonconforming signs upon three (3) days notice to the Owner, such removal to be at the cost of said Owner.

Section 6.06. Temporary Buildings. No temporary buildings, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 6.07. 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 unit by Declarant. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any days that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

Section 6.08. Pipes. 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. 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 6.09. Association May Trim or Prune. 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 ACC, 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 it unattractive in appearance, provided, however, that the Owner shall be given fifteen (15) days prior written notice of such action.

Section 6.10. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and bicycle paths, if any, located in the Common Area. Garage doors shall be kept closed at all times except for purposes of entry, exit, or maintenance.

Section 6.11. 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 the neighborhood.

Section 6.12. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the BOD. The BOD, in its discretion, upon consideration of the circumstances in each case in particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or 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 6.13. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

Section 6.14. 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 ACC. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 6.15. Land Use. None of the Lots may be improved, used, or occupied for other than the uses designated by the recorded plat thereof and applicable zoning regulations.

Section 6.16. Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which may violate any set back lines shown on the recorded plat of the Addition.

Section 6.17. Restrictions Not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any actions 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 be taken to govern and control.

ARTICLE 7

Enforcement

The Association, Declarant, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association, Declarant, or by 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. Any judgment obtained by the Association in enforcing these covenants may include an award to the Association for the expense of an attorney's fee.

ARTICLE 8

Additional Land

Declarant may, from time to time, annex additional real property, including additional Common Areas, 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 that twenty (20) year period commencing with the date of 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 twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the members of the Association entitled to vote.

ARTICLE 9

Power of Assignment and Delegation

Declarant shall have the right and power to assign and delegate to the 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. The initial operation and control of the Association shall be by Declarant until one hundred percent (100%) of all lots have been conveyed and residence occupied or until such earlier time as Declarant may relinquish such control to the Association.

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. Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers management of the Property 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; provided, however, that such amendments shall not materially affect any rights of any then existing mortgage holders or lot owners.

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 following manner;

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 of Directors of the Association 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. Recording. A copy of each amendment provided for in this Section 11.03 shall be certified by the Board of Directors of the Association 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.

d. No material Adverse Effect. Such amendments shall not materially affect any right of any then existing mortgage holders or lot owners.

ARTICLE 12

Committees

The Board of Directors may appoint certain committees including an Architectural Control Committee for the purpose of carrying out Board of Director Assignments.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this 17th day of January, 1996.

BUILDERS DEVELOPMENT, INC.
(Signature)
Elton Parsons
Vice-President

ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

BE IT REMEMBERED, that on this 17th day of January, 1996, before me, an Notary Public within and for the county and state aforesaid, personally appeared Elton Parsons of Builders Development, Inc., a corporation, who is personally known to be and known to e the same person who executed the foregoing Declaration of Covenants, Conditions, and Restrictions, that said person duly acknowledged before me his execution of same as and for his free and voluntary act and the same as Vice-President of Builders Development, Inc., for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal as of the date last above written.

Beth A. Butler, Notary Public

My commission expires: February 5, 1999

**AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PRAIRIE WOODS (HOME OWNERS ASSOCIATION) TO
ANNEX ADDITIONAL PROPERTY AND MODIFY ARTICLE 6 SECTION 6.01e**

RECITALS

- A. This amendment of Covenants, Conditions and Restrictions of Prairie Woods @ Film 1579 Page 0772, et seq of the records of the Register of Deeds of Sedgwick County, Kansas (hereinafter referred to as "Declaration"), a copy of the Declaration being attached hereto as Exhibit A;
- B. Article 11, Section 11.02 provides that Declarant may make amendments to the Declaration prior to delivery of the property to the Association for management; and
- C. Declarant wishes to annex property and revise Article 6, Section 6.01e.
 - 1. **Amendment to Declaration.** Declaration hereby amends the Declaration by annexing thereto and subjecting to the terms, provisions and conditions thereof, the following described real estate, all of which is situated in Sedgwick County, Kansas.
 - a. Prairie Woods Section Addition except Lot 10, Block 1, Sedgwick County, Kansas.
 - 2. Article 6, Section 6.01e of the Declaration is hereby amended to read as follows:
 - e. No fence shall be erected on any Lot, except those specifically approved as to location, size, type and material by the Board of Directors or ACC. Chain link fences will not be approved as privacy fences but will be approved for the rear lot line of those lots whose rear lot line adjoins Wichita's' Prairie Park.
 - 3. **Ratification.** In all other respects, Declarant hereby ratified and affirms the Declaration.

BUILDERS DEVELOPMENT, INC.
(Signature)
Bradley K. Smisor
Executive Vice-President

STATE OF KANSAS

COUNTY OF SEDGWICK

On this 4th day of August, 1998, before me personally appeared Bradley K. Smisor, known to me to be the Executive Vice President of Builders Development, Inc., a Kansas Corporation, and the same person executed above and foregoing Amendment as his free and voluntary act and deed, on behalf of said corporation

In witness whereof, I hereunto set my hand and official seal.

Beth A. Butler, Notary Public

My commission expires: February 5, 1999

RTN-BUILDERS DEVE., INC.
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