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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

1620228 #256

FOR

LARRY CONSOLVER  
REGISTER OF DEEDS

BRENTWOOD VILLAGE,

an addition to Wichita, Sedgwick County, Kansas

*Devin Anderson*  
Deputy

THIS DECLARATION, made this 24 day of July, 1997, by BRENTWOOD VILLAGE DEVELOPMENT, INC., a Kansas Corporation, and CLINT MILLER CONSTRUCTION, INC., a Kansas corporation, hereinafter referred to in the singular as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property, to-wit:

Lots 2-34, inclusive, in Block 1; Lots 1-38, inclusive, in Block 2; Lots 1-16, inclusive, in Block 3; Lots 1-30, inclusive, in Block 4; and all of Reserves B, C, D, E, F, G and H; all in Brentwood Village, an addition to Wichita, Sedgwick County, Kansas,

hereinafter "Addition"; and

WHEREAS, Declarant desires to establish binding covenants, conditions and restrictions applicable to the Addition to ensure the proper development and maintenance thereof and to secure the rights of all property owners in said Addition; and

WHEREAS, it is the purpose and intention of Declarant that all lots and reserve areas in the Addition shall be held and/or conveyed subject to the covenants, conditions and restrictions as hereinafter set forth;

NOW THEREFORE, Declarant hereby submits the above-described real property to the following covenants, conditions and restrictions which shall run with the land and be binding on all parties having any right, title or interest therein, their heirs, successors, devisees and assigns and which covenants, conditions and restrictions shall inure to the benefit of all such parties.

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**ARTICLE 1**

**Definitions**

**Section 1.1 Declaration.** "Declaration" shall mean and refer to this document, as it may be amended from time to time.

**Section 1.2 Declarant.** "Declarant" shall mean and refer to Brentwood Village Development, Inc., a Kansas corporation, and Clint Miller Construction, Inc., a Kansas corporation.

**Section 1.3 Addition.** "Addition" shall mean and refer to Brentwood Village, Wichita, Sedgwick County, Kansas, except Lot 1, Block 1 and Reserve A thereof.

**Section 1.4 Lot.** "Lot" shall mean and refer to all platted lots located in the "Addition."

**Section 1.5 Reserve Area.** "Reserve Area" shall mean and refer to Reserves B, C, D, E, F, G and H as shown in the recorded plat of the "Addition."

**Section 1.6 Owner.** "Owner" shall mean and refer to any record title holder, other than Declarant, of a fee simple interest to a Lot, but not including such record title holder selling an interest in a Lot under an executory contract. During such time as such executory contract is in force, the contract purchaser shall be considered the Owner.

**Section 1.7 Association.** "Association" shall mean and refer to the Brentwood Village Homeowners Association, a Kansas nonprofit corporation.

**Section 1.8 Board.** "Board" shall mean and refer to the Board of Directors of the Association.

**Section 1.9 Committee.** "Committee" shall mean and refer to the Architectural Committee.

**Section 1.10 Common Expenses.** "Common Expenses" shall mean and refer to the following: (a) expenses incurred by the Association in the maintenance and repair of Reserve Areas owned by the Association; (b) expenses incurred by the Association for the payment of insurance premiums as hereinafter provided; (c) expenses incurred by the Association for all utility charges in connection

with the discharge of its duties herein provided, if any; and (d) all other expenses agreed upon as Common Expenses by the Association.

## ARTICLE 2

### MAINTENANCE OF LOTS, IMPROVEMENTS AND RESERVE AREAS

**Section 2.1 Maintenance of Lots.** Every Owner shall properly maintain all Lots owned by such Owner including, but not limited to, the seeding, watering and mowing of all lawns and the pruning and cutting of all trees and shrubbery in a manner and with such frequency as is consistent with good property management. Each Owner's obligation hereunder shall commence upon acquisition of such Owner's Lot and shall include, but not be limited to, the mowing and cutting of all grass and weeds thereon regardless of whether such Lot may be improved.

**Section 2.2 Maintenance of Improvements.** Every Owner shall keep all improvements located on all Lots owned by such Owner in a state of good repair and shall properly maintain the exterior of all such improvements in a manner and with such frequency as is consistent with good property management. No Owner shall make a change in the exterior color of such improvements without first obtaining approval of the Committee to such color change, which approval shall not be unreasonably withheld.

**Section 2.3 Maintenance of Reserve Areas.** All record title holders of a fee simple interest to a Reserve Area shall be charged with the responsibility for the proper maintenance of such Reserve Areas and all improvements located thereon in a manner consistent with good property management.

**Section 2.4 Nonperformance.** If in the opinion of the Committee, any party charged with the responsibility of properly maintaining the Lots, improvements and Reserve Areas as set forth in the preceding sections fails to so perform, the Committee, after fifteen (15) days written notice to remedy such default, shall have the right, through its agents and employees, to discharge the responsibility of such defaulting party, and the cost thereof shall be a binding personal obligation on such defaulting party and shall constitute a lien on any Lot owned by such party after the filing of the Affidavit of Nonpayment hereinafter referred to. The Committee may record an affidavit of nonpayment in the office of the Register of Deeds of Sedgwick County, Kansas, stating: (a) the legal description of the Lot upon which the lien is asserted; (b)

the name(s) of the Owner(s) of the Lot; and (c) the amount of the cost which is unpaid.

The lien created by the filing and recording of such affidavit shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and accepting only such liens for taxes and other public charges as are by applicable law made superior. Such lien may be foreclosed by the Committee in the same manner as a mortgage lien upon the Lot in question.

**ARTICLE 3**

**ARCHITECTURAL CONTROL**

**Section 3.1 Approval Required.** No residence, building, fence or other structure or improvement shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or 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 Committee, its agents, assignees or successors. In connection therewith, the Committee is granted authority to adopt written guidelines as an aid to determine whether the necessary approval contemplated hereunder is withheld or granted. Such guidelines shall be made available to any Owner or prospective purchaser. Such guidelines may be altered, amended or repealed by the action of a majority of the Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after two sets of complete 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 3.2 Form of Plans and Specifications.** Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee. but in any event shall include: (a) detailed plans showing elevations of all sides, detailed specifications and a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks) of all structures, the location thereof with reference to structures on adjoining portions of the

Lot, and the number and location of all parking spaces and driveways on the Lot; and (b) a grading plan for the particular Lot showing the building pad elevation and the Lot corner elevations.

**Section 3.3 Retention of Approved Plans and Specifications.**

Upon approval by the Committee of the plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

**Section 3.4 Removal and Alteration of Structures.**

(a) If a structure shall be altered, erected, placed or maintained upon any Lot or Reserve Area, or any new use commenced on any Lot or Reserve Area, otherwise than in accordance with plans and specifications approved by the Committee 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 Committee, any such structure so altered, erected, placed or maintained upon any Lot or Reserve Area in violation hereof shall be removed or reentered, 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 or Reserve Area upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Committee shall have the right, through its agents and employees, to enter upon such Lot or Reserve Area and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such owner.

**Section 3.5 Right of Inspection.** The Committee 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 of such Lot and the maintenance, construction, or alteration of the improvements thereon are in compliance with the provisions hereof; and neither the Committee, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**Section 3.6 No Liability.** Neither the Committee, nor any member, agent, or employee thereof, shall be liable to any Owner or

to any person, firm, corporation or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article 3.

**Section 3.7 Architectural Committee.** There is hereby created an Architectural Committee to discharge the obligations set forth in this Article 3. The original members of the Committee shall be one to three persons to be appointed by Declarant. Upon the death or resignation of any member of the Committee, Declarant shall appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Committee shall have full authority to designate a successor. The act of a majority of the Committee shall be binding, and the majority of the Committee may designate a representative to act for it. Declarant shall retain its rights hereunder until the same are relinquished to the Owners. Declarant may relinquish its rights or any portion thereof under this paragraph to the Owners at any time by advising the Owners in writing of its intent to do so and in such event, the Owners shall have the authority of Declarant under this paragraph. Declarant shall fully relinquish its rights hereunder at such time as Declarant shall cease to own any Lots in the Addition.

**ARTICLE 4**

**GENERAL COVENANTS AND RESTRICTIONS**

**Section 4.1 Structures; Division of Lots; Utilities; Trucks and Fences.** Without the prior written approval of the Committee:

(a) No previously approved structure shall be used for any purpose other than that for which it was originally designed, and no used or previously constructed residence or building of any kind shall be moved or placed, either in sections or as a whole, upon a Lot.

(b) No Lot, other than Lot 38, Block 2, 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, TV, radio and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained;

(d) No truck of any kind, except for a pickup truck of 3/4 ton or less, or similar items shall be stored in and on any street, or in the open on any Lot; and

(e) No fence or wall shall be erected on any Lot, except those specifically approved as to location, size, type, and material by the Committee.

**Section 4.2 Parking.** Each Lot shall have four (4) offstreet parking spaces. On-street parking shall be permitted on the right side of each cul-de-sac upon entering.

**Section 4.3 Lawns and Trees.** All lawns shall be seeded or sodded at the first available planting time after completion of a residence thereon. The type of grass utilized shall be in accordance with standards adopted by the Committee. 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 Committee. The Committee in its discretion may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Addition. The Committee may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Committee and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Committee nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

**Section 4.4 Animals.** No birds, reptiles, animals, fowl 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 Addition without the express written consent of the Committee. The Committee may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site.

**Section 4.5 Signs.** No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Committee may remove nonconforming signs upon three days notice to the Owner, such removal to be at the cost of such Owner.

**Section 4.6 Temporary Buildings: Excavations.** No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on any Lot. No excavations shall be permitted except when necessary for construction of a residence or improvement and such construction is diligently completed.

**Section 4.7 No Storage: Trash.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day 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 Committee, 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 4.8 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, removing or storage of oil or other hydrocarbons, minerals, gravel or earth.

**Section 4.9 Garages.** Garage doors which face on a street shall be kept closed at all times except for purposes of entry, exist, or maintenance.

**Section 4.10 Sight Lines.** No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.



**Section 4.11 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 4.12 Maintenance of Drainage Channels and Swales.** Each Owner shall maintain, mow, and keep in good repair and condition any drainage channels and swales located on any Lot owned by such Owner, in accordance with the master drainage plan.

**Section 4.13 Home Professions and Industries.** No profession, business 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 Committee. The Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in 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 Committee, to be compatible with a high quality residential neighborhood.

**Section 4.14 Declarant's Exemption.** Nothing contained in this Declaration will be construed to prevent the construction, installation, or maintenance by Declarant or its agents of structures, improvements, or signs deemed necessary or convenient by Declarant, in its sole discretion, for the development or sale of property within the Addition.

**Section 4.15 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 Committee. No machinery shall be placed or operated upon any Lot except such machinery as is usual in the maintenance of a private residence.

**Section 4.16 Land Use.** None of the Lots, except Lot 38, Block 2, may be improved, used, or occupied for other than single family dwelling purposes. None of the Reserve Areas may be improved, used or occupied for other than the uses designated by the recorded plat of the Addition. Lot 38, Block 2 of the Addition, may be used for the construction of no more than fourteen (14) two (2) family dwelling units.

**Section 4.17 Set-Back Requirements.** No building, structure, or other improvements may be constructed or maintained on any Lot in violation of any setback lines shown on the recorded plat of the Addition; provided, that the foregoing set-back requirements shall not be applicable to any improvement, building, or structure

constructed below the surface level of the ground, or to swimming pools constructed in the ground, or to any tennis courts, paddle tennis courts or similar sports surfaces constructed at the ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any lighting equipment in such areas.

**Section 4.18 Drainage.** No Owner may interfere with or obstruct the drainage pattern over the Addition from or to any other Lot as may be established by the City of Wichita or Declarant.

**Section 4.19 Hazardous Wastes.** No Owner may permit any hazardous waste or substance to be produced, stored, dumped, or generated on the Addition or the Owner's Lot or residence.

**Section 4.20 Inoperable Vehicles.** No inoperable vehicle shall be stored in or on any street, or within visual sight from the street on any Lot. For purposes of this section, an "inoperable vehicle" shall mean any vehicle which has not been driven under its own propulsion or has not been moved for a period of one month or longer.

**Section 4.21 Restrictions not Exclusive.** The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the 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 5

### ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND ADMINISTRATION

**Section 5.1 Membership.** Every Owner, with the exception of the Owner of Lot 38, Block 2, shall be a member of the Association and shall remain a member for the period of his or her ownership of said Lot. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Declarant shall also be a member of the Association for such period of time as Declarant owns any Lot.

**Section 5.2 Classes of Voting Membership.** The Association shall have two classes of voting membership.

(a) Class A Membership. The Class A members shall be all member Owners with the exception of Declarant. There shall be one vote attributable to each Lot owned by a Class A member or members. In the event of multiple ownership of a Lot, the vote allocated to that particular Lot shall be divided equally among the member/Owners thereof and each member/Owner shall be entitled to cast his or her fractional vote.

(b) Class B Membership. Declarant shall be the only Class B member and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest.

(1) on such date as the total number of votes of Class A members equals or exceeds the total number of votes of the Class B member; or

(2) on such date as Declarant shall voluntarily convert its Class B membership to a Class A membership.

**Section 5.3 Administration.** The administration of the Association shall be governed by Bylaws properly adopted by said Association.

## ARTICLE 6

### DUTIES OF THE ASSOCIATION

**Section 6.1 Management Duties.** The Association shall be responsible for the exclusive management, control, maintenance and repair of the Reserve Areas from and after the date the Association acquires fee simple title thereto.

**Section 6.2 Promulgation of Rules and Regulations.** The Association may make reasonable rules and regulations governing the use of the Reserve Areas. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations to the extent permitted by law.

**Section 6.3 Liability Insurance.** The Association shall maintain public liability insurance in such amounts and with such coverage as shall be required by the Board.

## ARTICLE 7

ASSESSMENTS

**Section 7.1 Assessments.** All of the Lots of the Members of the Association shall be subject to an annual assessment charge to be paid by the respective Owners thereof to the Association annually in advance on the 1<sup>st</sup> day of January, in each year. The Board of Directors of the Association may permit the annual assessment charge to be paid either annually, semi-annually or monthly.

**Section 7.2 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 owned by members, and each such Lot shall be assessed an equal amount.

**Section 7.3 Use of Assessments.** The assessments shall be used for the purpose of discharging the obligations and responsibilities of the Association as set forth in Article 6 hereof.

**Section 7.4 Interest on Delinquent Assessments.** All assessment charges which shall remain unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of fifteen percent (15%) per annum or at the then prime rate of Nations Bank, Wichita, whichever is higher.

**Section 7.5 Personal Obligation for Assessments.** It is expressly agreed that by the acceptance of title to any Lot, 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 time 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 said parties.

**Section 7.6 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 from and after its due date, provided written

notice in the form of an affidavit of nonpayment is recorded in the office of the Register of Deeds of Sedgwick County, Kansas, within 120 days of such due date. Such affidavit of nonpayment shall state: (a) the legal description of the Lot upon which the lien is asserted; (b) the name(s) of the Owner(s) of the Lot; and (c) the amount of the assessment which is unpaid. The lien created hereunder shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and accepting only such liens for taxes and other public charges as are by applicable law made superior. Such lien may be foreclosed by the Association in the same manner as a mortgage lien upon the Lot in question.

**Section 7.7 Extinguishment of Assessment Lien.** The sale of any Lot pursuant to a decree of foreclosure of a first mortgage, or any transfer to the holder of a first mortgage in lieu of foreclosure thereof, shall extinguish the lien of any assessments which became due prior to the date of such sale or transfer.

**Section 7.8 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 7.9 First Assessment Year.** The first assessment year shall commence on January 1 of the year immediately following the conveyance of the Reserve Areas to the Association. The annual assessment for the first assessment year shall be \_\_\_\_\_  
Sixty Dollars (\$ 60 ) per Lot.

**Section 7.10 Maximum Annual Increase and Pro Rata Payment.** Increases in the annual assessment shall be subject to the following provisions:

(a) From and after January 1 of the year immediately following the first assessment year, the annual assessment may be increased each year not more than 5% above the assessment for the previous year not more a vote of the membership.

(b) From and after January 1 of the year immediately following the first assessment year, the annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein provided for.

Any Lot acquired from Declarant subsequent to commencement of the first assessment year shall be subject to the pro rata payment of the stated assessment for the assessment year then in effect.

**Section 7.11 Working Capital Contribution.** Every Owner, at the time of acquisition of his or her Lot, shall make a one time nonrefundable cash payment of One Hundred Dollars (\$100.00) to the Association as a working capital contribution. Any such payments falling due prior to the date the Association assumes responsibility for maintenance of the Reserve Areas shall be paid to Declarant to be held in trust for the Association.

**Section 7.12 Declarant Exemption.** Declarant is herewith exempted from the payment of any working capital contributions or assessments to the Association during the period of Declarant's ownership of any Lot or Lots.

**ARTICLE 8**

**DURATION**

**Section 8.1 Covenants Running With the Land.** The covenants, conditions and restrictions of this Declaration shall run with and be binding on the land subject thereto for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

**ARTICLE 9**

**AMENDMENT**

**Section 9.1 Procedure.** This Declaration may be amended by an instrument executed by the Owners of not less than seventy-five percent (75%) of the Lots in the Addition. Such amendment shall become effective upon its recordation in the office of the Register of Deeds of Sedgwick County, Kansas.

**Section 9.2 Additional Right of Amendment.** Anything in Section 9.1 to the contrary notwithstanding, Declarant reserves the right to amend this Declaration if requested or required by the FHA, VA, FNMA, FHLMC or any other agency with whom Declarant elects

to do business as a condition precedent to the agency's approval of this Declaration or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot or purchasing loans secured by any Lot. Any such amendment will be affected by Declarant recording a certificate of amendment specifying the agency of the lending institution requesting the amendment and setting forth the requested or required amendment.

**ARTICLE 10**

**ENFORCEMENT**

**Section 10.1 Enforcement.** The Committee, 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 this Declaration.

**ARTICLE 11**


**MISCELLANEOUS**

**Section 11.1 Successors and Assigns.** Any reference in this Declaration to Declarant will include any successors or assignees of Declarant's rights and powers granted hereunder.

**Section 11.2 Severability.** Invalidation of any one of this covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 29 day of July, 1997.

BRENTWOOD VILLAGE DEVELOPMENT, INC.

By:   
Stephen G. Miller, President

CLINT MILLER CONSTRUCTION, INC.

By:   
Clint Miller, President

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 24 day of July, 1997, by Stephen G. Miller, the President of Brentwood Village Development, Inc., a Kansas corporation who executed the foregoing on behalf of the corporation, being authorized so to do, for the purpose therein contained.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 24 day of July, 1997, by Clint Miller, the President of Clint Miller Construction, Inc., a Kansas corporation who executed the foregoing on behalf of the corporation, being authorized so to do, for the purpose therein contained.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

