

**DECLARATION FOR MASTER ASSOCIATION
REGARDING CERTAIN AUBURN HILLS SWIMMING FACILITIES**

THIS DECLARATION FOR MASTER ASSOCIATION REGARDING CERTAIN AUBURN HILLS SWIMMING FACILITIES ("Declaration") is made effective the 19th day of December, 1999, by West Wichita Development, Inc., a corporation created under the laws of the State of Kansas (hereinafter referred to as the "Developer") and Stoneleigh Investment Group, Inc., a Kansas corporation ("Stoneleigh").

WITNESSETH, THAT:

WHEREAS, Developer and Stoneleigh are currently separately developing portions of that certain Residential Property (as defined below), causing it to be developed, in stages, either directly or indirectly, as residential developments; and

WHEREAS, Developer and Stoneleigh desire to create a Master Association for the purpose of maintaining the appearance and quality of the Swimming Pool Facilities (as defined below) which are intended to serve the entire Residential Property.

NOW, THEREFORE, Developer hereby covenants, agrees and declares that the Swimming Pool Facilities and the Residential Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all of the Developer, Stoneleigh and the Lot Owners, their successors and assigns.

ARTICLE I

ADDITIONAL DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

- 1.1 "Board" shall mean and refer to the Board of Directors of the Master Association.
- 1.2 "Swimming Pool Facilities" shall mean those swimming pools and related improvements, for the common use and enjoyment of the Lot Owners and the Members. Developer ultimately anticipates that there will be three or four separate swimming pools for use hereunder as residential development expands in the areas shown on the drawing attached hereto as Exhibit "A", with the Members being able to make use of each pool. The first of the Swimming Pool Facilities shall be located on the real estate described on Exhibit "B" hereto.

139020
07/14/00

STATE OF KANSAS } SS
SEDCWICK COUNTY }

AUG 25 10 51 AM '00

BILL MEEK
REGISTER OF DEEDS

After Recording Return to: Ron H. Harnden

→ Triplett, Woolf & } 2959 N. Rock Rd., #300
Garretson LLC } Wichita, KS 67226

50.00

1.3 "Lot; Lot Owner" the term "Lot" shall mean and refer to each platted Lot within the Residential Property; provided, that where land has been attached or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a "Lot" and two or more Lots which are combined into a single homesite shall be deemed one Lot hereunder. In the event any of the Lots are zoned to permit twin homes to be constructed thereon, then following the recording of deed(s) creating separate ownership of each of the respective twin homes on such Lot, each twin home and the real property appurtenant thereto shall be regarded hereunder as a separate Lot even though not separately platted. A Lot shall not mean or include any part of the Swimming Pool Facilities. The term "Lot Owner" shall mean the then holder or holders of record of the fee simple title to each Lot, excluding owners who have sold their interest under executory contract; during the term of such executory contract the purchaser shall be considered the Lot Owner hereunder.

1.4 "Master Association" shall mean Auburn Hills Swimming Facility Master Association, a non-profit corporation to be created under the laws of the State of Kansas.

1.5 "Member" shall mean and refer to each and every person or entity holding membership in the Master Association.

1.6 "Residential Property" shall initially mean and refer to all of the property described as: Auburn Hills 8th Addition to Wichita, Sedgwick County, Kansas; Auburn Hills 9th Addition to Wichita, Sedgwick County, Kansas. Developer expects to annex (pursuant to Article VIII below) additional Residential Property generally in the areas shown on Exhibit "A" hereto.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. The Master Association shall have as Members only Lot Owners. All Lot Owners shall, upon becoming such, be deemed automatically to have become Members, and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

2.2 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of the Members. Each Member of the Master Association shall have one vote for each Lot owned by such Member subject to the following exceptions and conditions:

A. When any such Lot is owned or held by two or more Lot Owners, as tenants in common, joint tenancy, or any other manner of joint or common ownership or interest, such Lots Owners shall collectively be entitled to only one vote relative to such Lot, and if such Lot Owners cannot jointly agree as to how such votes should be cast, no votes shall be allowed with respect to such Lot.

B. Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period during which such violation

continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during the period in which any such assessments are due and unpaid.

C. Notwithstanding the foregoing, Developer and Stoneleigh shall each be entitled to six votes for each single Lot owned by them, respectively.

2.3. Board of Directors. All actions of the Master Association shall be taken on its behalf by the Board, or committees established thereunder, except for when a vote of the Members is specifically required by this Declaration, the Articles of Incorporation, or the Bylaws. The Board shall adopt such bylaws, consistent with the terms hereof, the Articles of Incorporation of the Master Association and the laws of the State of Kansas, as it deems advisable.

2.4 Transfer to Master Association; Initial Board Appointment. Developer shall convey legal title to the Swimming Pool Facilities to the Master Association promptly following the recordation of this Declaration. Developer shall convey the Swimming Pool Facilities to the Master Association by special warranty deed, subject to all easements, rights-of-way, mortgages, encumbrances, and liens for non-delinquent ad valorem taxes and special assessments. Promptly following the date residences are occupied on five Lots, Developer shall appoint residents to serve on the Board along with one or more representatives of Developer. Promptly thereafter the Board shall elect officers and adopt the bylaws of the Master Association. The Board shall diligently carry on the duties of the Master Association as specified in this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE SWIMMING POOL FACILITIES

3.1 Use. Every Member shall have a right to use the Swimming Pool Facilities, and such right shall be appurtenant to and shall pass every Lot, subject to the following provisions and to the other provisions of this Declaration:

A. The right of the Board to limit the number of guests;

B. The right of the Board to establish uniform rules and regulations pertaining to the use of the Swimming Pool Facilities, including, but not limited to, the recreational facilities thereon, and to restrict or eliminate specified activities or uses thereof;

C. The right of the Master Association (in addition to Developer's right to finance and mortgage as provided in Article IX hereof), in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Swimming Pool Facilities and facilities and to mortgage the Swimming Pool Facilities; provided that the rights of such mortgagees shall be subordinate to the rights of the Members and Lot Owners;

D. The right of the Board to suspend the use of the Swimming Pool Facilities and any recreational facilities thereon by Lot Owner(s) and family and guests for any period during which any assessment against his Lot(s) remains unpaid and delinquent, and for a period not exceeding ninety (90) days for any single infraction of the rules and regulations of the Master Association;

E. The right of the Board to charge reasonable admission and other fees for the use of any recreational facilities situated on the Swimming Pool Facilities;

F. The right of the Board, on behalf of the Master Association, to grant easements, dedicate or transfer a portion of the Swimming Pool Facilities to any public agency, authority, utility or any community association relating to any portion of the Residential Property for such purposes and subject to such conditions as may be determined by the Board; and

G. The covenants and restrictions contained herein.

3.2 Delegation of Use. A Member's right of enjoyment in the Swimming Pool Facilities shall automatically extend to all members of his immediate family residing on his Lot. No guests shall be entitled to exercise such right of enjoyment or to any use of the Swimming Pool Facilities except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.3 Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Master Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Swimming Pool Facilities and the facilities thereon or by abandonment of his Lot.

3.4 Removal of Land. Notwithstanding anything to the contrary provided herein, Developer, prior to conveyance of the Swimming Pool Facilities to the Master Association, and after such conveyance, the Master Association, may remove land from the Swimming Pool Facilities and include the same within the Residential Property or other real estate, from time to time.

3.5 Swimming Pool Facilities, Amenities, Improvements and Maintenance. Developer shall either pay for or finance (as referenced in Article IX below) the initial cost of construction or installing the original improvements and amenities to the Swimming Pool Facilities. Developer shall construct or install the improvements or amenities to the Swimming Pool Facilities listed on Exhibit "C" attached hereto; provided, Developer and/or the Master Association may install additional amenities or improvements as either elects from time to time. Developer, its contractors and any subcontractors, and the employees thereof, shall have an easement and right of access upon the Swimming Pool Facilities for the construction and installation of such improvements and amenities. Following completion of the construction and installation of such amenities and improvements to the Swimming Pool Facilities, then, subject to Developer's Stoneleigh's obligations under Section 4.12 below, the Master Association shall be fully responsible, at its expense, for the maintenance and operation of such improvements and

amenities. The Master Association shall, subject to the payment obligations under Section 4.12 and Developer's obligation for construction and installation hereunder, be responsible for all costs of owning, maintaining and operating the Swimming Pool Facilities and improvements thereon, including, but not limited to, all fertilizing, watering and replacement of lawns, shrubs, flowers, plantings and trees following the initial planting thereof, the mowing of lawn areas, payment of taxes and assessments, payment of liability and property insurance premiums, and swimming pool operations, maintenance and improvements.

ARTICLE IV

COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.1 General Assessments. For the purpose of providing funds for the operation of the Master Association, and for the operation, maintenance, care and improvement of the Swimming Pool Facilities, and to afford the Master Association the means and resources necessary to carry out its rights, duties and functions, the Master Association shall have the right, in each year, to assess against each Lot a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof. The general assessment may be paid annually, monthly or quarterly, as specified by the Master Association (or the Developer in lieu thereof), from time to time. The assessment shall initially be paid on a monthly basis; initially shall be in the amount of \$25 per month and shall commence on June 1, 2000. In the event a Lot is initially transferred by Developer other than the 1st day of a calendar month, the assessment for the month in which transfer occurs shall be prorated.

4.2 Basis of Assessment; Exemption; Transfer Assessment; Proration.

A. All general assessments shall be made against Lot Owners on an equal basis for each Lot except that Developer and any licensed general contractor owning a Lot for the purpose of constructing a residence thereon and offering the same for sale, shall be exempt from imposition of any assessment, whether general or special, with respect to any Lot so long as any such person holds legal title thereto; provided, the assessment exemption for such general contractors shall not extend beyond twelve (12) months from the date an applicable Lot is conveyed to such contractor.

B. At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Master Association an amount equal to One Hundred Fifty and no/100 dollars (\$150.00); provided the requirement to pay such a fee shall not apply to either:

a. the transfer by Developer to an affiliated entity, or the transfer of Developer's or Stoneleigh's interests as developer of the Residential Property; or

b. the transfer of title to any Lot to a properly licensed general contractor for purposes of constructing a residence thereon for the purpose of offering the same for sale.

C. In the event any Lot would be subject to a general or special assessment in any period, if it were not for an exemption available under subparagraph A of this Section, at such time as such exemption is no longer in effect during such period, the applicable assessment shall be prorated for such period (based on the remaining portion of such period) and be paid by the then Lot Owner at the time he acquires the Lot.

4.3 Limitations on General Assessments.

A. The general assessment may not be increased for any subsequent year by the Master Association, to an amount which is more than 20% compounded above the assessment for the previous year, without a vote of the membership of the Master Association.

B. The assessment for any year may be increased to an amount greater than that permitted by subparagraph A of this Section only by an affirmative vote of two-thirds of the votes of the Members in attendance, who are voting in person or by proxy, at meeting duly called for such purpose.

C. The Board, may not fix the assessment at an amount in excess of the amounts permitted hereunder.

4.4 Special Assessments. In addition to general assessments, the Master Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot (subject to the exemptions contained in Section 4.2 A above) for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid unless two-thirds of the Members present, in person or by proxy, at the meeting duly called approve the same. Any special assessments shall become a lien against each individual Lot (subject to the exemption specified in Section 4.2 A above) in the same manner otherwise provided for in this Article. Further, the Master Association shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Lot Owner to the Master Association for any breach by such Lot Owner of any of the provisions of this Declaration, which breach shall result in an expenditure by the Master Association for repair or remedy. Any special assessments shall be payable in full (unless a schedule for payment in installments is specified) on the first day of the second calendar month next following the date that the same shall be established by the Master Association.

4.5 Collection and Expenditures. The Board and its representatives shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may, in addition to such assessments, charge and assess costs, including reasonable attorneys' fees, and penalties and interest for the late payment or nonpayment thereof. The Board shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Board as provided for in this Declaration and the Articles

of Incorporation and Bylaws of the Master Association. However, the Board shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Board be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Master Association and the effectuation of its purposes.

4.6 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and remains unpaid or otherwise not satisfied, the same shall be and become delinquent and a lien on the Lot and shall so continue until the amount of said charge and assessment, together with all costs, penalties and interest as herein provided, has been fully paid or otherwise satisfied.

4.7 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and delinquent, the Master Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, which notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Lot Owner thereof, and such notice shall be signed by an officer of the Master Association. Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection with which notice has been recorded, the Master Association shall record a further notice stating the satisfaction and the release of the lien thereof.

4.8 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. In any action to foreclose any such lien, the Master Association shall be entitled to recover its costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Master Association.

4.9 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been, or may hereafter be, given in good faith and for value on any interest of any Lot Owner covered by this Declaration. Any subsequent Lot Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

4.10 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each Lot Owner, by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each general or special assessment levied against such Lot during the period of ownership (subject to the exemptions specified in Section 4.2.A above).

4.11 Interest on Delinquent Assessments. All assessment charges (general or special) which remain due and unpaid thirty (30) days after the same are due shall thereafter be subject to interest at the rate of eighteen (18%) percent per annum, or such other rate as may be established from time to time by the Board; provided, however, that such interest rate shall never exceed the maximum allowed by law.

4.12 Subsidy of Swimming Pool Facilities Operations. As of the date Developer conveys the Swimming Pool Facilities to the Master Association, Developer and Stoneleigh will own some of the Lots. It is in the Developer's and Stoneleigh's interest, as well as the interests of the Master Association and the Members, that sufficient revenues be generated from assessments under this Article IV, so that the Swimming Pool Facilities, including improvements thereon, may be maintained and operated in a reasonable fashion for the use and benefit of the Members. Developer hereby agrees to supplement the Master Association revenues by paying, upon reasonable notice, an amount equal to the difference between (a) the amount of the revenue required by the Budget (as defined below) then in effect for the ownership, maintenance and operation of the Swimming Pool Facilities for the applicable period, and (b) the aggregate amount of revenues to be received by the Master Association due to the timely payment of assessments by all non-exempt Lot Owners during the applicable time period, plus the amount of revenue reasonably expected to be received during such time period as transfer assessments under Section 4.2 B above. Promptly following appointment of the Board as provided for in Section 2.4 above, the Developer and the Board shall establish a budget of the Master Association for ownership, maintenance and operations of the Swimming Pool Facilities for calendar year (or portion thereof) following establishment of such budget; which budget is herein referred to as the "Budget." For each subsequent calendar year the Board shall propose to Developer on or before February 15 a Budget for the next ensuing calendar year. The intent of Developer and the Master Association is that the Budget shall be adequate, in all respects, for the reasonable ownership, maintenance and operation of the Swimming Pool Facilities, as well as the ability to provide debt service for payment of mortgage financing established by Developer for construction of improvements within the Swimming Pool Facilities. Developer shall respond to each budget proposed by the Board, and, thereafter, the Board and Developer shall endeavor in good faith to mutually agree upon the Budget for such year; provided, if such parties are unable to so agree by April 15 following submission of the proposed budget to Developer, the Budget in effect for the immediately preceding calendar year shall be the Budget for the new year. Notwithstanding anything appearing herein, Developer shall have no obligation to pay any portion of the costs incurred by the Master Association for the construction of improvements within the Swimming Pool Facilities or for hiring or engaging third parties to manage or otherwise render services to the Master Association, other than services for lawn/water sprinkler system and pool cleanings and care. Developer and the Master Association hereby agree that Developer's obligation to supplement Master Association revenues as provided in this Section above shall discontinue as of the date within the calendar year during which the amount of revenues required by the Budget will be generated due to the timely payment of assessments by non-exempt Lot Owners during such calendar year, together with the reasonably anticipated transfer assessments referred to above. Notwithstanding anything to the contrary provided herein the Master Association may convey portions of the Swimming Pool Facilities to adjoining real property owners, from time to time, and thereupon such portions shall cease to be Swimming

Pool Facilities, and, upon such conveyance, no Member shall have any easement or right of access thereto. Stoneleigh hereby agrees to reimburse Developer within thirty (30) days following each payment by Developer to the Master Association hereunder a sum of money determined by multiplying the amount of Developer's subsidy payment hereunder by a fraction of which the numerator shall be the number of Lots in Auburn Hills 9th Addition to Wichita, Sedgwick County, Kansas, which are exempt from the payment of assessments under Section 4.2 A above, and the denominator shall be the total number of all Residential Property which are so exempt.

ARTICLE V

USE AND CONDUCT RESTRICTIONS

5.1 Rules and Regulations. Each Lot Owner and his family and guests, shall obey and comply with all applicable public laws and ordinances, together with rules and regulations adopted, by the Master Association, from time to time, as provided for in this Declaration.

5.2 Damage to Swimming Pool Facilities, Etc., Prohibited. No Lot Owner shall do or allow to be done any act which causes or threatens to cause any damage or disrepair to the Swimming Pool Facilities and no Lot Owner shall permit members of his family or guests to cause such damage or disrepair.

5.3. No Joyriding. Motor scooters, bicycles, minibikes, skateboards and similar items shall not be operated within the Swimming Pool Facilities except within any area, if any, designated for such uses by the Board.

5.4 Drainage. Upon the completion of construction of improvements to each Lot, the Lot Owner shall cause such Lot to be graded so as to strictly comply with Lot drainage requirements, standards and plans concerning water drainage from such Lot to any portion of any Swimming Pool Facilities, as such requirements, standards and plans are established by the City and County within which the Residential Property is located, the Master Association, Developer or the design review committee in existence in the residential development within which such Lot is located.

5.5 No Rights Beyond Swimming Pool Facilities. Notwithstanding the proximity of lakes or other amenities with the Swimming Pool Facilities, no Lot Owner shall have any right, pursuant to this Declaration for access, use or enjoyment of any lakes or other amenities which are not included within the Swimming Pool Facilities.

ARTICLE VITHE MASTER ASSOCIATION6.1 Powers and Duties.

A. The Master Association shall have the rights and powers as set forth in its Articles of Incorporation and Bylaws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration, including, but not limited to, those enumerated in this Article VI.

B. The Master Association shall own, maintain, and keep clean the Swimming Pool Facilities and the areas within any public road right-of-ways adjacent to the Swimming Pool Facilities. It further shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer or the Master Association as part of the Swimming Pool Facilities.

C. The Master Association shall maintain such insurance on the Swimming Pool Facilities and facilities thereon as it deems necessary and advisable.

D. The Master Association may improve the Swimming Pool Facilities in any manner that it shall find to be necessary, desirable or beneficial to the interest of the Swimming Pool Facilities and Lot Owners; provided, the costs of such improvements will not be subsidized by Developer or Stoneleigh under Section 4.12 above.

E. The Master Association shall have the right to create and establish financial reserves for the repair, restoration or replacement of any improvement it has the duty to repair, restore or replace hereunder.

F. The Master Association shall have the right to adopt such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Swimming Pool Facilities and for the health, comfort, safety and general welfare of the Members and others who make use of the Swimming Pool Facilities.

G. The Master Association shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming and keeping clean the Swimming Pool Facilities and caring for, watering, spraying, protecting, and replanting trees, shrubbery, grass and sod within the Swimming Pool Facilities and within any public road rights-of-way adjacent to the Swimming Pool Facilities.

H. The Master Association shall have the right to construct, reconstruct, relocate, maintain and repair any walls or fencing, the pool, decking, pool house and other

improvements within the Swimming Pool Facilities, sprinkler systems or features now existing or hereafter erected, created or established within the Swimming Pool Facilities.

I. The Master Association shall have the right to provide and maintain such lighting as it may deem advisable within the Swimming Pool Facilities.

J. The Master Association shall have the right to erect, maintain, repair and replace signage as deemed appropriate and necessary by it within the Swimming Pool Facilities.

K. The Master Association shall pay the taxes and assessments applicable to the Swimming Pool Facilities.

L. The Master Association shall have the right to levy and collect the assessments and charges provided for in this Declaration and to enforce the liens thereby created in the manner herein provided.

M. The Master Association shall have the right to bring and maintain any action or proceeding to enforce, or to sue for damages as a result of the violation of any and all covenants, conditions, restrictions, reservations, charges, servitudes or liens (collectively "Covenants"), imposed by this Declaration. To the extent permitted by law, the party breaching any such Covenant shall pay all costs and expenses (including reasonable attorney's fees) of the Master Association in respect to any such action or proceeding.

6.2 Operations and Expenses. The Master Association shall establish committees and may engage persons to provide services as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Master Association (though such salaries and fees will not be subsidized by Developer or Stoneleigh under Section 4.12 above). The Master Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business concerning the Residential Property.

6.3 Repair and Restoration of Improvements on Swimming Pool Facilities. Should any improvements on the Swimming Pool Facilities, or any part or portion thereof, be damaged or destroyed by fire or other casualty, the Board shall determine whether or not the Master Association shall repair or restore the same.

ARTICLE VII

EASEMENTS AND ACCESS CONTROL

7.1 Public Utility and Floodway Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway within the Swimming Pool Facilities are dedicated as shown on the recorded plat(s) of the Residential Property or as established by other instruments.

7.2 Easements in Favor of Developer and Master Association. Developer specifically reserves unto itself, its successors and assigns, and for the Master Association, in connection with the use, operation and maintenance of the Swimming Pool Facilities, a perpetual, nonexclusive easement and right-of-way over the Swimming Pool Facilities for the purpose of constructing, maintaining, repairing, replacing and rebuilding water sprinkler systems, including water lines, water wells, sprinkler controls, and electric meters and lines, underground pipelines, drains and/or mains for the purpose of transporting gas, water, sewerage and electricity over, across and through such Swimming Pool Facilities, together with the right to excavate and level ditches and/or trenches for the location of said wells, lines, pipes, drains and/or mains. Additionally, Developer specifically reserves unto itself, its successors and assigns, and for the Master Association, a perpetual, non-exclusive easement and right-of-way to enter upon any Lot as reasonably necessary in order to construct, install, erect, maintain, improve, repair and/or replace any entrance treatment, fence, wall, walkway, water sprinkler system (including water wells, sprinkler controls, and electric meters and lines associated therewith), or any signage pertaining to or serving the Swimming Pool Facilities or the residential development within any wall, utility and/or drainage easement now or hereafter in existence, or located on a Lot but, due to oversight, not actually located in the appropriate easement area.

ARTICLE VIII

ADDITIONAL LAND

Developer may, from time to time, during the fifteen (15) year period following the date hereof, annex additional land and improvements to the Swimming Pool Facilities and/or to the Residential Property, and thereby subject the same to the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of the County in which the Swimming Pool Facilities and Residential Property is located, of an instrument expressly stating an intention to so annex and describing such additional property to be so annexed and thereafter deeding such annexed property and improvements to the Master Association in the same manner as provided in Section 2.4 above. During the fifteen year period commencing with the date of the recordation of this Declaration, Developer, its successors and assigns, may annex such additional real property in its absolute discretion. From and after the expiration of such fifteen year period, such additional land may be annexed; provided that such annexation is approved by a majority of the Members in attendance, in person or by proxy, at a special or annual meeting of the Members.

ARTICLE IXAMENITY FINANCING

Notice is hereby given that Developer will obtain conventional mortgage secured financing in order to pay the cost of installing or constructing swimming pools, pool "houses" and other improvements and amenities within the Swimming Pool Facilities for the use and benefit of the Members. Assessments collected under Article IV hereof shall be utilized for repayment of such financing in accordance with the terms of such financing

ARTICLE XMISCELLANEOUS

10.1 Provisions Binding on Grantees. The Master Association and each grantee hereafter of any part or portion of the Residential Property covered by this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Residential Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction rights and powers of the Master Association and Developer provided for in this Declaration.

10.2 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Members and the Lot Owners. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of Swimming Pool Facilities; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use of the Swimming Pool Facilities, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

10.3 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired. It is expressly provided that the rule of property known as the rule against perpetuities and the rule of property restricting unreasonable restraints against alienation shall not be applied to defeat any provision of this Declaration.

10.4 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification or amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to any third party and/or to the Master Association. The Developer's assignee shall accept the same upon the recording of a notice thereof, and the

same shall be effective for the period and to the extent stated therein. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of acts or omissions prior to the effective date of the assignment. Except as set forth in this Section, no Member or Lot Owner shall have the right to assign, independently of a transfer or conveyance of a Lot, any rights or obligations created by or arising under this Declaration, and any such assignment shall not merely be voidable but shall be absolutely null and void.

10.5 Waiver and Exceptions. The failure by the Master Association, Developer, any Lot Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges established hereby, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

10.6 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

10.7 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

10.8 Successors-in-Interest. Reference herein to either the Master Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

10.9 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Residential Property and shall inure to the benefit of and be enforceable by the Master Association, Developer, and the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of fifty-five (55) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of five (5) years each, unless an instrument, signed by the Lot Owners of not less than seventy-five percent (75%) of the Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

10.10 Amendments. Amendments to this Declaration may be made by Developer, or its successors and assigns, in its sole discretion, so long as Developer (or its successors and assigns) retains ownership of a minimum of fifty percent (50%) of the Lots. Following the date Developer, its successors and assigns, no longer owns a minimum of fifty percent (50%) of the Lots, any provision contained in this Declaration may be amended, repealed, or additional provisions added to this Declaration, as follows:

A. Notice. Notice of the subject matter of the proposed amendment shall be included in a notice to the Members of a meeting of the Master Association, at which the proposed amendment shall be considered.

B. Resolution. A resolution adopting a proposed amendment may be proposed by the Board or Developer. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Members casting not less than two-thirds (2/3) of the aggregate number of votes cast by the Members present at such meeting. Such votes may be cast in person or by proxy as provided for herein and in the Bylaws of the Master Association.

A copy of each amendment provided for in this section shall be filed of record in the Register of Deeds for the County in which the Residential Property is located. With respect to amendments following the date the Developer is no longer authorized hereunder to unilaterally amend this Declaration, the Secretary of the Master Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Master Association or a special meeting of the Master Association, duly called in accordance with the Bylaws of the Master Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment. Notwithstanding the foregoing, so long as Developer owns a Lot, any such amendment shall require the written consent of Developer, and, further, no amendment materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee.

10.11 Enforcement and Arbitration.

A. The covenants set forth herein shall run with the land and bind each Lot Owner, its successors and assigns, and all parties claiming by, through or under each Lot Owner, and shall be taken to hold, agree and covenant by the Lot Owner of each Lot, its successors and assigns, to comply with this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during the term of its, his or their ownership of a Lot).

B. The Developer, the Lot Owner or Owners and the Master Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or all or any portion of the Swimming Pool Facilities, or the use or condition thereof, and (c) any claim asserted by the Master Association, a Lot Owner or Owners, former Lot Owner(s), any person making use of all or any part of the Swimming Pool Facilities and contract purchasers, against Developer for any reason and/or any real estate broker, agent or sales person participating in the sale of a Lot, shall be resolved solely and exclusively by arbitration in accordance with the

Kansas Uniform Arbitration Act (the "Act"), as modified from time to time, in accordance with the procedure set out below. However, the provisions of this Section 10.11 shall not either prevent a party from obtaining a temporary injunction from a court of general jurisdiction pending designation of the arbitrators, or from foreclosure of any liens established pursuant to this Declaration. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

a. Any of the aforementioned parties may request arbitration of any matter in dispute. The party requesting arbitration shall do so by giving written notice to the other party/parties, specifying in the notice the name and address of the person designated to act as arbitrator on the first party's behalf. Within ten (10) days after the service of this notice, the other party/parties shall give notice to the first party, specifying the name and address of the person designated to act as arbitrator on the second party's/parties' behalf. If the second party/parties fails to notify the first party of the appointment of such party's arbitrator within the time specified, then the first arbitrator appointed shall appoint the second arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and the two arbitrators shall together appoint a third arbitrator. If the two arbitrators are unable to agree upon that appointment within twenty (20) days after the appointment of the second arbitrator, then the parties to such dispute may apply, upon notice to the other party, to the Kansas District Court located in the County in which the Residential Property is located for the appointment of the third arbitrator. In rendering their award, the arbitrators shall have no power to modify any of the covenants, conditions and restrictions contained herein.

b. The arbitrators so selected must be at least forty (40) years old; may not be an Owner or occupant of a Lot; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.

c. The arbitrators may grant any remedy or relief the arbitrators deem just and equitable and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Kansas. If as part of any award any party is ordered to pay another party money, the amount to be so paid shall accrue interest at the rate of 15% per annum from 15 days following the date of the award until the same is paid in full.

d. Each party shall pay the fees and expenses of the original arbitrator appointed by that party, and the fees and expenses of the other arbitrator and all

other expenses of the arbitration shall be borne equally by the parties. Each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof

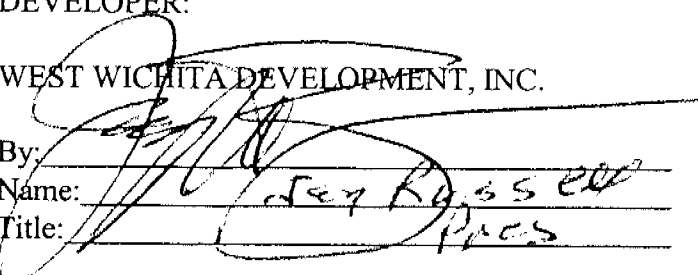
10.12 Limitation on Liability. Notwithstanding anything to the contrary contained herein, it is expressly agreed that no member in Developer (or any such assignee) or any officer, employee, or consultant of Developer or any member thereof shall have any personal liability to the Master Association or any Lot Owner or other person or entity, arising under, in connection with, or resulting from (including, without limitation) from action or failure to act with respect to Declaration, the Articles of Incorporation or Bylaws, or rules of the Master Association, or for any action taken or not taken pursuant to authority granted Developer thereunder or with respect thereto. To the fullest extent permitted by law, neither the Developer or its members (or any assignee), the officers or directors of the Master Association, nor any other members of committees of the Master Association shall be liable to the Master Association or any Lot Owner or other person or entity for damage, loss, or prejudice suffered or claimed on account of any decision (whether or not defective), course of action, inaction, omission, negligence or the like made in good faith in which the Developer, any director, officer or member of such committee is reasonably believed within the scope of its duties.

10.13 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Lot Owner whose title is derived through foreclosure sale or deed in lieu thereof.

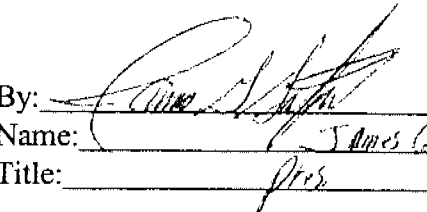
IN WITNESS WHEREOF, Developer has executed this Declaration the day and year first above written.

DEVELOPER:

WEST WICHITA DEVELOPMENT, INC.

By: 
Name: Jay Ross
Title: Pres

STONELEIGH INVESTMENT GROUP, INC.

By: 
Name: James C. Gwentzel
Title: Pres

CONSENT AND ADOPTION OF COVENANTS

The undersigned persons and/or entities are currently Lot Owners and hereby consent to the foregoing; adopt the Declaration concerning their respective Lot; and hereby declare that their respective Lots shall be held, sold and conveyed subject to the forgoing Declaration:

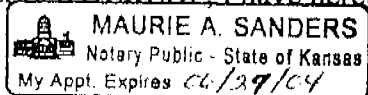
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ACKNOWLEDGMENT
(West Wichita Development, Inc.)

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 17 day of July, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, the PRESIDENT of West Wichita Development, Inc., a Kansas corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



My appointment expires: JUNE 27, 2004

Maurie A. Sanders
NOTARY PUBLIC

ACKNOWLEDGMENT
(Stoneleigh Investment Group, Inc.)

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 17TH day of JULY, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared Jim Gumbert, the PRESIDENT of Stoneleigh Investment Group, Inc., a Kansas corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My appointment expires: 2/10/01

Jean M. Durkin
NOTARY PUBLIC

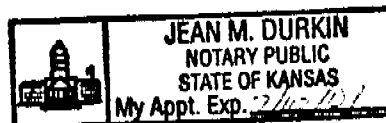


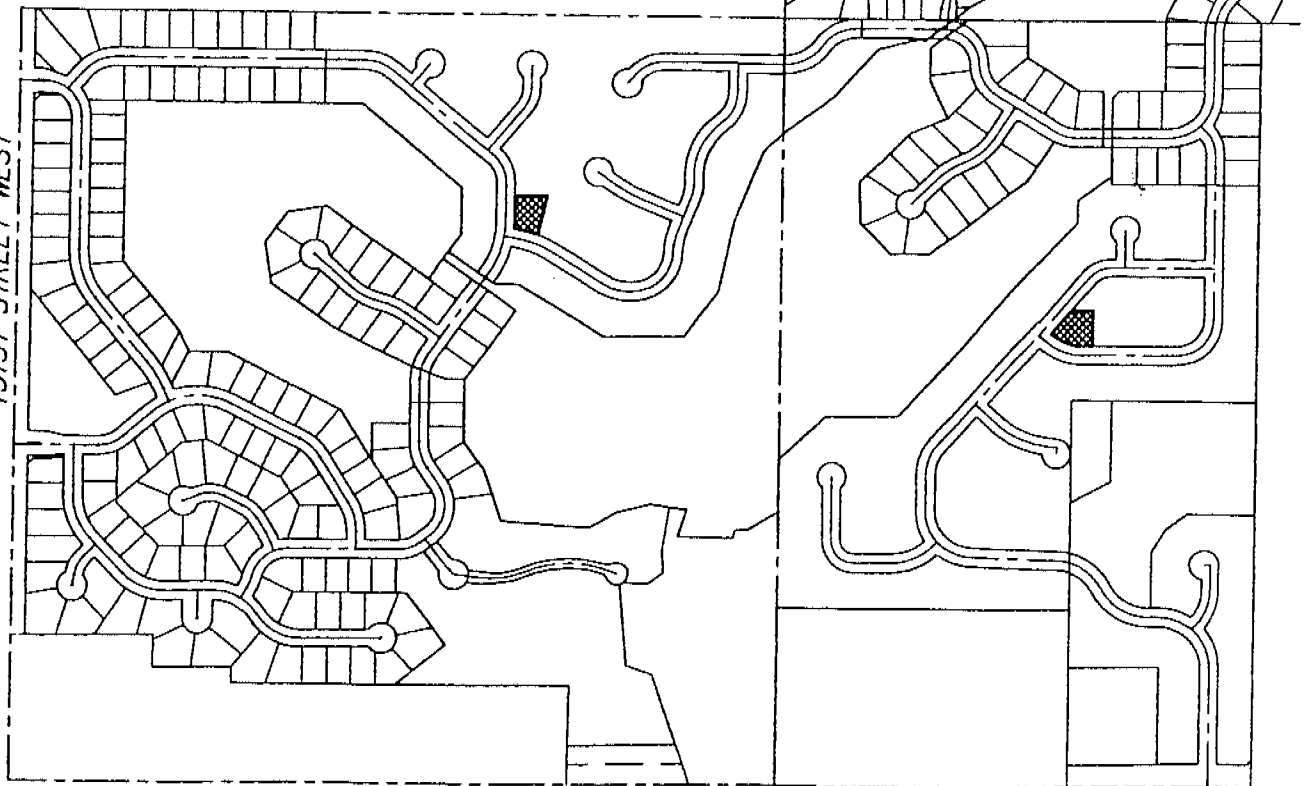
EXHIBIT A



INDICATES SWIMMING POOL AREA



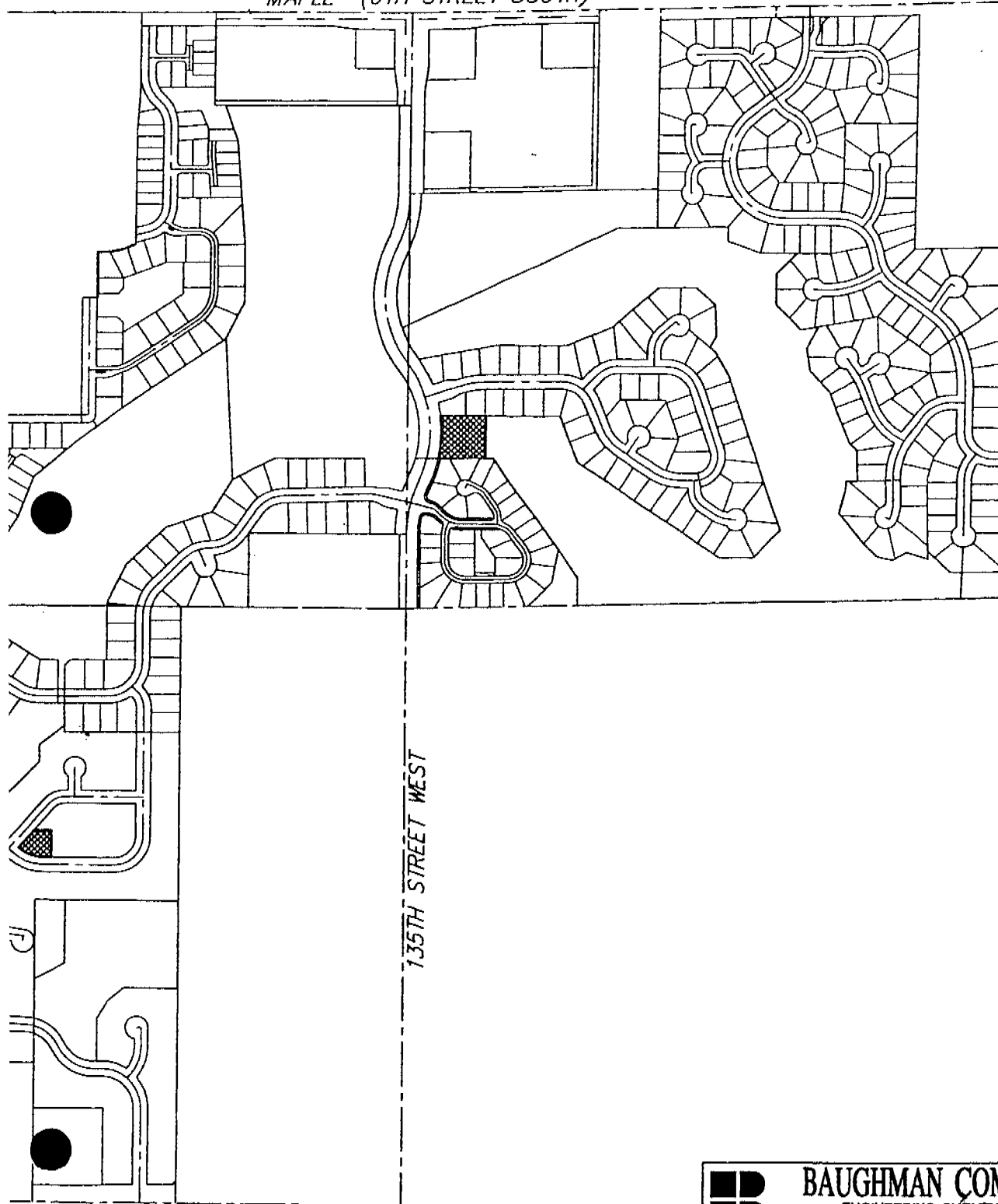
151ST STREET WEST



US HIGHWAY 54

CONDEMNATION CASE NO. A-38302

MAPLE (6TH STREET SOUTH)



VO. A-38302

17 AUG 2000



BAUGHMAN COMPANY P.A.
ENGINEERING, SURVEYING, & PLANNING

316-262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

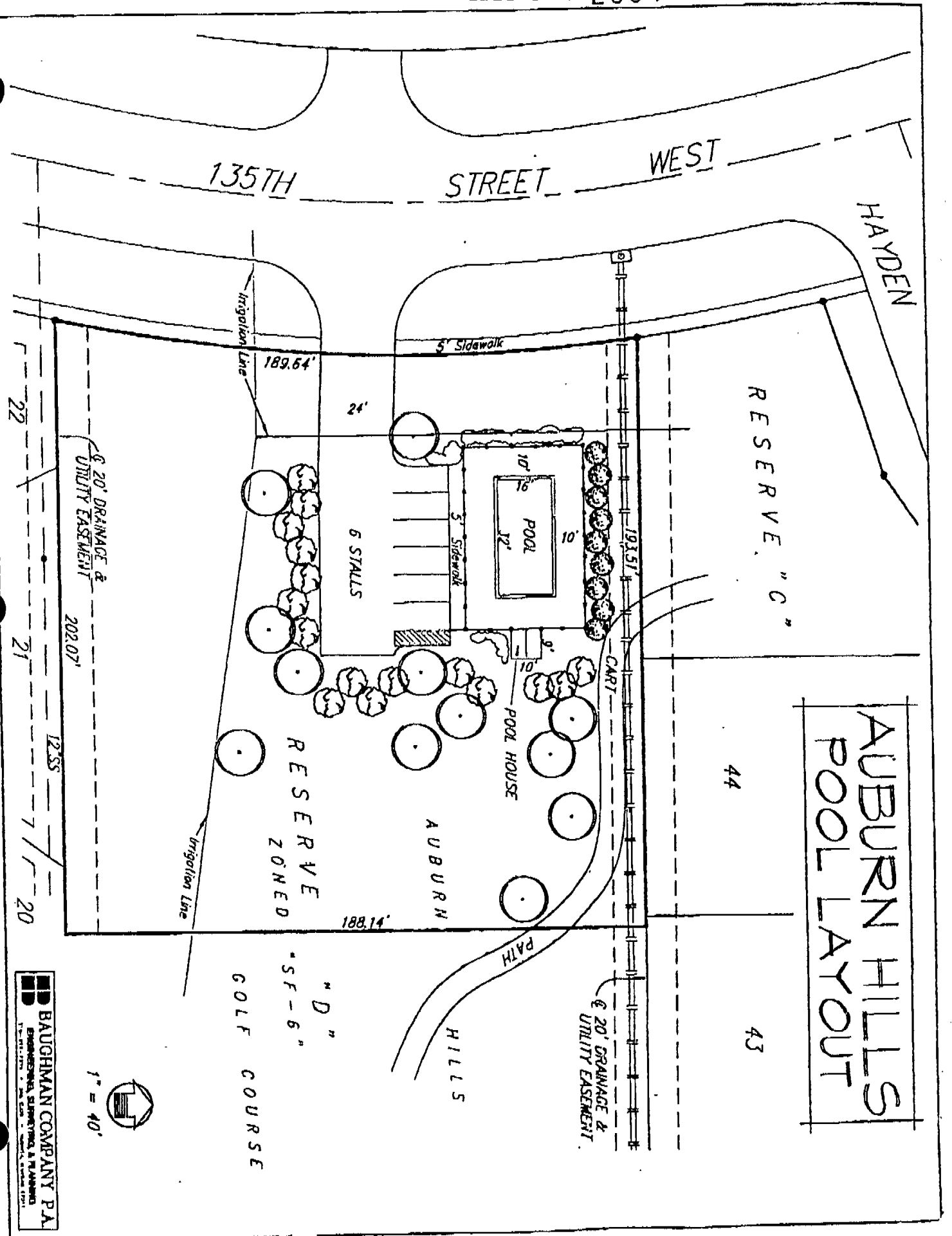
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Exhibit B**Swimming Pool Facilities**

That part of Reserve "D", Auburn Hills 8th Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the SW corner of Reserve "C" in said Auburn Hills 8th Addition; thence southerly along the east line of 135th Street West, said east line being a curve to the right, having a central angle of $19^{\circ}56'55''$ and a radius of 544.67 feet, an arc distance of 189.64 feet, (having a chord length of 188.68 feet bearing $S02^{\circ}41'53''W$), to the NW corner of Auburn Hills 9th Addition, Wichita, Sedgwick County, Kansas; thence $N90^{\circ}00'00''E$ along the north line of said Auburn Hills 9th Addition, 202.07 feet; thence $N00^{\circ}05'53''E$ parallel with the west line of the NW $\frac{1}{4}$ of Sec. 25, TWP. 27-S, R-2-W of the 6th P.M., Sedgwick County, Kansas, 188.14 feet to a point on the south line of said Auburn Hills 8th Addition; thence $N89^{\circ}54'07''W$ along the south line of said Auburn Hills 8th Addition, 193.51 feet to the point of beginning.

(Containing 36209.16 Sq. Ft., or 0.831 Acres, more or less.)

AUBURN HILLS POOL LAYOUT



BAUGHMAN COMPANY P.A.
ENGINEERING, SURVEYING & PLANNING
1700 W. 10TH ST. SUITE 200
MINNEAPOLIS, MN 55404

