

**RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WILLOWBEND ADDITIONS**

THIS RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILLOWBEND ADDITIONS is made as of the 7th day of August 1986, by GOLF COURSES OF AMERICA, INC., a Kansas Corporation (“Developer”).

Article I. Declaration

- 1.1 **Declaration.** Developer hereby declares that the Property hereinafter defined shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the Property and for the benefit of persons acquiring interest therein, shall be deemed to run with the land and shall be a benefit and a burden to any persons acquiring an interest in the Property, their grantees, successors, heirs, legal representatives and assigns.

Article II. Purpose and Property Affected

- 2.1 **General Purpose.** This Declaration is established to provide that the Property shall be developed and maintained as a single-family residential area of the highest possible quality, value, desirability and attractiveness.
- 2.2 **Property Affected.** The Property referred to herein which is hereby made subject to the provisions of this Declaration is described on Exhibit “A” attached hereto.

Article III. Definitions

- 3.1 **Architectural Control Committee.** “Architectural Control Committee” shall mean the Architectural Control Committee appointed as provided in Article VI of this Declaration.
- 3.2 **Association.** “Association” shall mean the Willowbend Homeowners’ Association, a Kansas non-profit corporation.
- 3.3 **Board.** “Board” shall mean the Board of Directors of the Association.
- 3.4 **Change in the Existing State of Property.** “Change in the Existing State of Property” shall mean and include, without limitation: (a) any change or alteration of the construction, installation, alteration or expansion of any temporary or permanent building, structure or other improvement, including but not limited to utility facilities, fencing or recreational equipment; (b) the destruction by voluntary action or the abandonment of any building, structure or other improvement; (c) the excavation, filling or similar disturbance of the surface of the land; (d) the landscaping or planting of trees, shrubs, lawns or plants, including but not limited to vegetable or flower gardens in excess of 200 square feet in area, or the clearing (other than removal of dead trees or shrubs), marring, defacing or damaging of trees or shrubs; (e) any change or alteration, including without limitation any change of color (other than those colors approved from time to time by the applicable standards of the Architectural Control Committee), texture or exterior appearance, of any previously approved Change in the Existing State of Property; and (f) any change or alteration of the color (other than those colors approved from time to time by the applicable standards of the Architectural Control Committee) of awnings, shutters or similar exterior items visible from another Lot or Lots, Common Areas of the Willowbend Golf Club.
- 3.5 **Common Areas.** “Common Areas” shall mean all real property in which the Association now or hereafter owns an interest for the common use and enjoyment of its Members, as described in Article IX hereof.
- 3.6 **Compliance Expenditures.** “Compliance Expenditures” shall mean all costs and expenses, including but not limited to reasonable attorneys’ fees, incurred by the Association (or Declarant prior to its transfer of the performance and enforcement of the responsibilities under

this Declaration to the Association) in order to cause compliance by any Owner with the provisions hereof or any standards of the Architectural Control Committee in effect.

- 3.7 **Declarant.** "Declarant" shall mean this Restated and Amended Declaration of Covenants, Conditions and Restrictions of Willowbend Additions.
- 3.8 **Declaration.** "Declaration" shall mean this Restated and Amended Declaration of Covenants, Conditions and Restrictions of Willowbend Additions.
- 3.9 **Lot.** "Lot" shall mean any parcel of the Property shown on the Plat and identified therein as a lot or site, excluding that portion, if any, of such Lot which is shown on the Plat as being a portion of the Common Areas or Willowbend Golf Club.
- 3.10 **Member.** A "Member" shall mean any person or entity holding membership in the Association.
- 3.11 **Owner.** "Owner" shall mean the party or parties who own fee simple title to a Lot or own that estate or interest with respect to a Lot which is most nearly equivalent to fee simple title.
- 3.12 **Plat.** "Plat" shall mean the Plat of Willowbend First Addition to Wichita, Sedgwick County, Kansas, recoded May 30, 1986, as document number 808810, in the office of the Sedgwick County Register of Deeds, as it may be modified or supplemented from time to time, and the Plat of Willowbend Second Addition to Wichita, Sedgwick County, Kansas, recorded September 22, 1986 as document number 833938, in the office of the Sedgwick County Register of Deeds, as it may be modified or supplemented from time to time.
- 3.13 **Property.** "Property shall mean the real property referred to in Section 2.2 above.
- 3.14 **Willowbend Golf Club.** "Willowbend Golf Club" shall mean the real estate described on Exhibit "B" attached hereto, together with improvements presently existing or hereafter constructed thereon, which real estate is owned by Developer but not subject to this Declaration.

Article IV. Restrictions on Use of the Property

- 4.1 **Limitation on Improvements.** No Lot shall be improved except with a residential structure designed to accommodate no more than a single family, its servants and occasional guests, plus other improvements and structures as are necessary or customarily incident to a single family residence, all as approved by the Architectural Control Committee. No permanent outdoor recreational improvements, facilities or equipment shall be permitted except with the specific written consent of the Architectural Control Committee, which consent shall not be granted unless the Architectural Control Committee determines that such improvements, facilities or equipment will not be unduly apparent from other Lots or constitute and infringement of the use and occupancy of other Lots.
- 4.2 **Excavations.** No excavation shall be made except in connection with (a) improvements approved as herein provided, and (b) Declarant's development of the Property. Upon completion of such construction, exposed openings shall be backfilled and disturbed ground shall be graded and landscaped.
- 4.3 **Drainage.** No Owner shall do any work, construct any improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Lots or Common Areas as established in connection with the approval of the final plat maps applicable to the Property, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Control Committee, the Board, any

public authorities having jurisdiction and the owner of the Willowbend Golf Club if the drainage affects the Willowbend Golf Club or is utilized by it in any way.

- 4.4 **Requirement for Plant Lawn and Trees, Shrubs or Bushes.** As required by the standards adopted from time to time by the Architectural Control Committee pursuant to Section 5.3 hereof, each Lot Owner shall submit to the Architectural Control Committee a landscape plan for such committee's approval, in accordance with the provisions of Article V thereof, which plan shall include planting a lawn (either seeding or sodding are permissible) and perennial shrubs, bushes or trees on such Lot and shall further include all areas between public sidewalks and the paved streets. Such landscaping shall be installed not later than the next planting season following the initial construction of a residence on such Lot.
- 4.5 **Maintenance of Landscaping.** Each Owner of each Lot shall maintain the landscaping upon his or her Lot or Lots in good condition. Each Owner shall diligently maintain, cultivate, husband, protect and preserve the shrubs, trees and lawn upon the Lot of the Owner, including, but without limitation: Removal of dead branches, dead trees and brush, lawn mowing and performance of other tasks calculated to remove or eliminate material which constitutes or creates a fire hazard or unsightly appearance. Where required by Architectural Control Committee, vegetable and other gardens shall be screened so as not to be visible from any other Lot, the Commons Areas or the Willowbend Golf Club. No garden(s) on any Lot may exceed 200 square feet in area without the prior approval of the Architectural Control Committee.
- 4.6 [Intentionally left blank]
- 4.7 **Lot Splits; Antennas; Trailers and Campers.** Except for the division of Lots by Declarant prior to sale by Declarant, no Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise. No facilities, including poles and wires, for the transmission or generation of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas or satellite dishes of any kind shall be allowed. No activity shall be conducted on any Lot which interferes with television or radio reception on any other Lot. No boats, camper trailers, recreational vehicles or similar items shall be stored or parked in the open on any Lots, streets or the Commons Areas.
- 4.8 **Rights of City of Wichita.** Reserves B, C, D, E, F, G, H and I, as shown on the Plat, have been designated as the "Common Areas" and are to be conveyed to the Association at a later date. Following such conveyance, the Association shall be responsible for maintenance and upkeep of the Common Area, the City of Wichita may serve a written Notice of Delinquency upon Declarant or the Association, setting forth the manner in which Declarant or the Association has failed to fulfill their obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which Declarant or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the Lots within the Property and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant of the Association may be assessed against the Common Areas in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Areas. Should Declarant or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe the obligations described in said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, either of them may, within the 20-day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners of the City of Wichita to appeal said assessments and any further proceedings under said Notice of Delinquency shall be suspended pending the outcome of any proceedings with respect to such appeal.

- 4.9 **Trees.** With the exception of trees within the perimeter of proposed improvements on any Lot or Common Areas (which improvements are approved by the Architectural Control Committee pursuant to this Declaration) or within ten (10) feet of such improvements, or trees referred to in Section 4.16 hereof, 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 Architectural Control Committee. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. Except as to the trees within the perimeter of proposed improvements or within ten(10) feet thereof as mentioned above the Architectural Control Committee may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 4.9, the Architectural Control 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 Architectural Control Committee nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry of inspection.
- 4.10 **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 Association. The Association 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 kept confined at all times to the residence site and must be kept on a leash when outside the residence site and on the Common Areas. Dogs and other animals shall not be allowed to trespass on the Willowbend Golf Club whether on leash or not. No dog runs or similar facilities will be allowed. All animals referred to in this paragraph shall be kept inside the homes at night and Owners shall control emitted noises (e.g., barking, howling, etc.) at all times to provide quiet enjoyment for all Owners.
- 4.11 **Signs.** Declarant may erect such signs as it deems appropriate without any approval, but otherwise, no sign or other advertising device of any nature shall be placed upon any Lot or Common Area, except real estate "For Sale" signs approved by the Architectural Control Committee as to aesthetics. The Association may remove nonconforming signs upon (3) days notice to the Owner, such removal to be at the cost of said Owner.
- 4.12 **Mobile Homes and Prefabricated Buildings.** No building, trailer, mobile home, prefabricated house (other than elements of houses which are prefabricated and approved by the Architectural Control Committee), garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.
- 4.13 **No Storage; Trash.** No lumber, metals, build materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot or on the Common Areas, except that 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 regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. 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 Architectural Control 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. Furthermore, the Board may require all Owners to utilize one trash service contractor in order to arrange service on specific days with a minimum number of trucks, thereby preserving the streets, and to establish conformity. The cost of such service shall be paid by the Association to the trash service contractor and shall be paid to the Association by each Owner as a addition to the annual assessments provided for in Section 8.5 hereof.

- 4.14 **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, other than sump pipes and water well pipes, which should not exceed a height of 18 inches above the ground.
- 4.15 **No Mining or Drilling.** No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
- 4.16 **Sight Lines.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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), unless written approval of the Architectural Control Committee is obtained. 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 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 sight lines.
- 4.17 **Motor Vehicles.** No motor vehicles of any type, other than construction or maintenance vehicles authorized by the Association, shall be operated on any of the Common Areas. No Owner or his or her family, guests, contractors or licensees shall operate motor vehicles (other than construction or maintenance vehicles and golf carts) on Willowbend Golf Club without the prior consent of the owner of Willowbend Gold Club.
- 4.18 **Garages.** Garage doors which face on a street shall be kept closed at all times except for purposes of entry, exit or maintenance.
- 4.19 **Noxious, Dangerous and Offensive Activities Prohibited.** No noxious, dangerous or offensive activity shall be carried on or permitted, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
- 4.20 **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 in effect from time to time.
- 4.21 **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 real estate office until residences have been constructed on all Lots.
- 4.22 **Occupancy of Residential Structures.** No residential structures on any Lot shall be used or occupied by more than a single family, its servants and occasional guests.
- 4.23 **Laundry and Machinery.** No clothing or any other household fabric shall be hung in the open on any Lot and no clotheslines or similar devices shall be allowed. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence, yard or garden.
- 4.24 **Fences and Walls.** Except for walls, fences, and/or decorative treatments (if any) Declarant constructs around the perimeter of portions of the Property, no Owner shall construct on any Lot any fences or walls; provided, however, this regulation shall not prohibit: (a) the construction of fences on Lots constructed only of black wrought iron which do not exceed six (6) feet in height and which do not materially obstruct the passage of light and air; (b) the construction of fences for privacy purposes around patios or decks as approved by the Architectural Control Committee; or (c) fencing to be installed around swimming pools and spas as approved by the Architectural Control Committee.
- 4.25 **Outside Burning.** There shall be no exterior fires, except barbeque, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in approved areas designated for such purposes. No Owner shall permit any condition on his or her Lot which creates a fire hazard or is in violation of fire prevention regulations.
- 4.26 **Noise.** No exterior horns, whistles, bells or other sound devices, which may annoy Owners, except doorbells and security devices, shall be placed or used on any Lot, Common Area or improvement thereon.

- 4.27 **No Obstruction.** There shall be no obstruction of the pedestrian walkways located upon any Lot for purposes of circulation of foot traffic or any interference with free use thereof, except such obstruction as may reasonably required in connection with repairs of such walkways.
- 4.28 **No Business or Commercial Activity.** No Lot shall be used at any time for business, commercial or professional activity, including home occupations, except that (a) Declarant and those designated by Declarant may use any portion of the Property owned by Declarant or those designated by Declarant in connection with real estate sales efforts, and (b) individuals may conduct limited business activities as approved by the Board, in its sole discretion, from time to time, which business activities shall not result in any significant traffic from customers or business associates.
- 4.29 **Damage or destruction of Improvements.** In the event of complete or partial damage or destruction of any improvements on a Lot for any reason whatsoever, the Owner of such Lot shall promptly proceed to repair and replace such improvements, subject to approval of the Architectural Control Committee, as though such repair or replacement involved construction of an original structure, or shall promptly proceed to raze the improvement and landscape the Lot formerly occupied by such improvement in a manner approved in writing by the Architectural Control Committee.
- 4.30 **Restrictions Not Exclusive.** The restrictions contained in this Declaration shall not be taken as permitting any action 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 provisions of such laws, rules, regulations, deeds, leases of this Declaration shall be taken to govern and control.
- 4.31 **Solar Panels.** No solar panels or similar items may be installed upon any Lot, or upon any improvement on any Lot, without the prior approval of the Architectural Control Committee.
- 4.32 **Basketball Backboards.** Basketball backboards and goals shall be installed consistent with good taste and any standards adopted from time to time by the Architectural Control Committee.
- 4.33 **Boating.** No boat, raft, canoe or surfboard shall be operated upon any of the lakes or bodies of water on the Property without the prior written approval of the Architectural Control Committee, and if such approval is granted, such operation shall conform to all rules and regulations promulgated by such Committee for such use.
- 4.34 **Swimming; Fishing.** There shall be no swimming or wading in any of the lakes or waterways located on the Property. Ice skating, sledding or walking thereon when the water is frozen also are prohibited. Fishing in the lakes or waterways will be permitted, subject to the rules and regulations of the Willowbend Homeowners' Association and the Willowbend Golf Club, as appropriate.
- 4.35 **Dumping Trash Prohibited.** No garbage, trash or other refuse shall be dumped in any Common Areas or into any lake or body of water on the Property.
- 4.36 **Entrance Treatments: Walls.** Declarant hereby reserves the right and easement, in its sole discretion and at its own expense, to construct or install (whether before or after transfer of title to Owners) entrance treatments, fences and /or walls, of Declarant's own choice, type and design, on the perimeter of side yards and/or backyards (beyond the building set-back lines) on Lots selected by Declarant. The Association is hereby granted a perpetual, nonexclusive easement to enter upon any Lot on which there is situated an entrance treatment, fence or wall installed or erected by Declarant and to maintain, improve, repair and / replace the same.
- 4.37 **Set-back Requirements.** All buildings, structures or other improvements to be constructed or maintained on a Lot, except landscaping and necessary crossings by access drives and underground utility lines, shall be set back from the boundaries of the Lot as prescribed by the Plat or the ordinances of the City of Wichita, whichever is more restrictive; provided, however, that except as otherwise limited by applicable laws, ordinances or regulations, 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 as

ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of an lighting equipment in such areas. Additionally, in order to enhance the appearance of the residential development on the Property, Declarant has established recommended set-back requirements for such buildings, structures or other improvements, which may be more restrictive than those required by either the Plat or applicable ordinances. Declarant's recommended set-back requirements are available upon request to Declarant or the Architectural Control Committee. Variance from the set-back requirements recommended by Declarant must be obtained from the Architectural Control Committee prior to initiating construction of any such buildings, structures or improvements, which variance shall be liberally granted unless there is a compelling reason or circumstance not to authorize such variance.

Article V. Architectural Control

- 5.1 Approval of Changes Required.** The approval of the Architectural Control Committee shall be required for any Change in the Existing State of Property by or on behalf of any party other than Declarant. Except as to Declarant, no work shall be commenced to accomplish a proposed Change in the Existing State of Property until the Architectural Control Committee shall approve the change. No proposed Change in the Existing State of Property shall be deemed to have been approved by the Architectural Control Committee unless such approval is in writing, provided that approval shall be deemed given if the Architectural Control Committee fails to approve or disapprove the proposed change or to make additional requirements or request additional information within thirty (30) days after a full and complete description of the proposed Change in the Existing State of Property has been furnished, together with a specific request for such approval. In the even any Owner is dissatisfied with any decision of the Architectural Control Committee with regard to such Owner's Lot, such Owner shall have the right to appear before the Architectural Control Committee to seek such variance or relief as he or she deems appropriate. However, the final decision of the Architectural Control Committee shall be conclusive on all matters within the scope of its authority under this Declaration.
- 5.2 Forms of Plans and Specifications.** Any proposed Change in the Existing State of Property shall be in such form and shall contain such information as may be required by the Architectural Control Committee's standards as referred to in Section 5.3 below.
- 5.3 Standards of the Architectural Control Committee.** The Architectural Control Committee shall prepare and furnish to any Owner written standards which shall set forth the general purposes of the Architectural Control Committee in reviewing proposed Changes in the Existing State of Property, basic building restrictions and requirements, architectural review procedures and requirements and regulations applicable with respect to construction. Such standards may be amended, modified or supplemented from time to time by the Architectural Control Committee.
- 5.4 Fee for Architectural Review.** Each Owner may be required to pay a fee to the Association as a condition to approval of any Change in the Existing State of Property to cover costs and expenses in reviewing and commenting on proposals for Changes in Existing State of Property by the Architectural Control Committee. The amount of the fee, if any, shall be established by the Association and shall be set forth in the standards of the Architectural Control Committee in effect from time to time. Such fee shall not be in excess of \$250 with respect to any one proposed Change in the Existing State of Property in connection with the original construction of a residential structure and shall not exceed \$50 for modification of a residential structure or any other type of proposed Change in the Existing State of Property, provided said amounts may be increased by a percentage no greater than the percentage increase in the Consumer Price Index for all Urban Consumers established by the Bureau of Labor Statistics of the United States Department of Labor, effective January 1978 (or, if issuance of such Consumer Price Index is discontinued, as measured by any comparable, recognized cost of living index). Any such increases shall be established by the Association

to reflect the increase in the Consumer Price Index between January 1987 and January of the year in which the increase is to be effective.

- 5.5 General Criteria for Architectural Control Committee: Adopting Standards.** The Architectural Control Committee shall have complete discretion to approve or disapprove any Change in the Existing State of Property. The Architectural Control Committee shall exercise such discretion with the following objectives in mind, among others: (a) to carry out the general purposed expressed in this Declaration; (b) to prevent violation of any specific provision of this Declaration or any Supplementary Declaration; (c) to prevent any change which would be unsafe or hazardous to any persons or properties; (d) to minimize obstruction or diminution of the view of others; (e) to preserve visual continuity and to prevent any marked or unnecessary transition between improved and unimproved areas; (f) to assure that any change will be of good and attractive design and in harmony with development on other portions of the Property; (g) to assure that materials and workmanship for all improvements are of high quality, comparable to other improvements in the area; (h) to assure the safety of persons utilizing the Willowbend Golf Club; and (i) to assure the first class quality of the visual impact of any change as seen from the Willowbend Golf Club. The Architectural Control Committee shall establish and modify from time to time standards and guidelines for such Changes in Existing State of Property, as it may deem appropriate.
- 5.6 Completion of Work After Approval.** After approval of the Architectural Control Committee of any proposed Change in the Existing State of Property, the proposed change shall be accomplished as promptly and diligently as possible, in complete conformity with the description of the proposed change, and with any plans and specifications therefore given to the Architectural Control Committee. Failure to accomplish the change within one year after the date of approval or to complete the proposed change strictly in compliance with the description thereof and the plans and specification therefore shall operate automatically to revoke the approval of the proposed change, and, upon demand by the Architectural Control Committee, the Property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Architectural Control Committee shall have the right and authority to record a notice to show that any particular Change in the Existing State of Property has not been approved or that any approval given has been revoked.
- 5.7 Removal and Alteration of Structures; Liens.** (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 Architectural Control Committee pursuant to the provisions of this Declaration, 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 Architectural Control Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed to re-altered and any such use shall be terminated so as to extinguish such violation. (b) If, fifteen (15) days after any notice of violation referred to in (a) above, 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 Association or the Architectural Control Committee shall have the right, through their agents and employees, to enter upon such Lot and take such steps as may be necessary to extinguish such violation, and the cost thereof 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 question in the following manner: The Association or the Architectural Control Committee may record an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property on 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 Declaration and thereafter the Removal or Alteration Charges, plus interest at a rate equal to 4% per annum over the prime or base interest rate charged from time to time by Bank IV Wichita, N.A., Wichita, Kansas, adjusted on each day on which there occurs a change in said prime interest rate (provided that the interest rate shall never exceed the maximum allowed by law), shall be fully paid, the Association or the Architectural Control Committee shall, within ten (10) days following payment: (i) file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment 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 pre-existing lien has been fully and completely released and discharged. If the Bank referred to above does not have a prime or base rate in effect at any time, the Board shall establish an applicable rate. (d) In the event of any transfer, sale or assignment 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 5.7 prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

- 5.8 Right of Inspection.** The Association, the Architectural Control Committee or any of their agents may, at any reasonable time or times, and with reasonable notice, enter upon and inspect any Lot or the exterior of any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither the Architectural Control Committee, the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- 5.9 Estoppel Certificate.** The Association shall be authorized to, and shall, upon the reasonable request of any interested person, after confirming necessary facts with the Architectural Control Committee, furnish a certificate with respect to approval or disapproval by the Architectural Control Committee of any Change in the Existing State of Property, and any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.
- 5.10 Variances by Architectural Control Committee.** The Architectural Control Committee may authorize variance from compliance with any of the provisions, covenants, conditions and restrictions contained in either this Declaration or such Committee's standards in effect from time to time when circumstances such as topography, natural obstructions or hardship may require. Such variances must be evidenced in writing and may be recorded. If such variances are granted, no violation of the provisions, covenants, restrictions or conditions contained in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted, and subsequent Owners may rely on and shall be bound by the provisions set forth in the variance. The granting of such a variance shall not operate to waive any of the provisions, covenants, conditions or restrictions contained in this Declaration for any purpose except as to the particular portion of the Property and particular provision covered by the variance.
- 5.11 Development by Declarant.** Notwithstanding anything to the contrary contained herein, the provisions of this Article V shall not apply to Declarant's construction of streets, sewers, utilities, walls, landscaping, recreational improvements, sidewalks and similar items.

Article VI. Architectural Control Committee

- 6.1 Architectural Control Committee Membership.** The Architectural Control Committee shall consist of three (3) members, which shall initially be appointed by Declarant upon relinquishment of such rights by Declarant as hereafter provided by the Board. Declarant may relinquish its rights or any portion thereof under this Section 6.1 to the Board by advising the Board in writing of its intent to so, and in such event, the Association shall have the authority of Declarant under this Section. Declarant shall relinquish such rights at or prior to such time as Declarant shall cease to own any Lots. The Association shall promptly furnish the names and addresses of the current members of the Architectural Control Committee to any interested person.
- 6.2 Action by Architectural Control Committee.** The vote or written consent of any two (2) members of the Architectural Control Committee shall constitute action by the Architectural Control Committee.
- 6.3 Power to Employ Consultants.** The Architectural Control Committee shall be empowered to employ consultants and agents, as it may deem necessary to assist it in the performance of its duties.
- 6.4 Association Payment of Compensation and Costs.** The Association is authorized to pay any reasonable compensation to members of the Architectural Control Committee for actual services rendered and to reimburse the members of said Committee for actual and reasonable expenses incurred, and shall be entitled to utilize for such purposes the fee payable for review of proposed Changes in the Existing State of Property as provided in Section 5.4 hereof, together with other funds of the Association, if necessary.

Article VII. Formation and Functions of the Association

- 7.1 Formation of Association.** The Association has been incorporated as a non-profit corporation for a perpetual term under the laws of the State of Kansas.
- 7.2 Purpose of Association.** The Association will be formed to further the common interests of the Members and to perform the functions hereinafter required or permitted to be performed by the Association.
- 7.3 Association May Take Action if Noncompliance by Owners; Compliance Expenditures.** In the event of the failure by an Owner to comply with any provision of this Declaration and any standards in effect from time to time as adopted by the Architectural Control Committee, the Association, after written notice to the Owner mailed or delivered to the Owner at his or her last known address, shall be authorized to and shall have the power to take such action as the Association deems necessary or desirability to cause compliance with the provisions of this Declaration or such standards, and with respect to each Lot Owner, all Compliance Expenditures shall be payable by such Owner on demand by the Association.
- 7.4 Rules and Regulations; Fines.** The Association shall be authorized to and shall have the power to adopt and enforce rules and regulations to regulate use of the Property. Each Owner shall be obligated to comply with and to see that such Owner's tenants, guests and invitees comply with any such rules and regulations. Additionally, the Board may from time to time provide for enforcement of any such rules and regulations and provisions of this Declaration through reasonable and uniformly applied fines.
- 7.5 Initial Performance by Declarant.** The initial performance of the functions of the Association and the Board as specified in this Declaration and the exercise and enforcement of rights (including collection and use of assessments) and remedies given to the Association herein for the purposes herein stated may be conducted by Declarant in lieu of the Association and/or the Board. Declarant shall transfer all of the foregoing rights and responsibilities to the Association or any successor(s) thereto at any time on or before thirty (30) days following the sale of the last Lot owned by Declarant but may transfer such rights and responsibilities at such earlier date as it may so desire.

Article VIII. Operation of the Association; Assessments.

- 8.1 Membership in the Association.** The Owner of a Lot shall automatically be the holder of a membership in the Association appurtenant to that Lot, and the Association membership for that Lot shall automatically pass with fee simple title to that Lot; provided, however, in the event any Owner shall have entered into a contract to sell his or her interest in a Lot during the time such contract is in force, if the contract vendee is in possession of the Lot, he or she shall be considered to be the Member rather than the Owner. There shall be one (1) vote for each Lot. When more than one person holds an interest in any Lot, all of such persons shall be Members, but, except as provided below, in no event shall more than one (1) vote be cast with respect to any Lot. The vote for such Lot shall be exercised as the Owners thereof may determine among themselves, provided that if they are unable to do so determine, none of such Members shall be entitled to vote. Notwithstanding the foregoing, Declarant shall be entitled to three (3) votes for each single Lot of which it is the Owner.
- 8.2 Board of Directors.** The affairs of the Association shall be managed by the Board, which may, however, by resolution, delegate any portion of its authority to an Executive Committee or an Officer, Executive Manager or Director of the Association. The members of the Board shall be elected by the Members; provided, however, Declarant shall have the right to appoint the members of the Board until it either (a) no longer owns a Lot, or (b) relinquishes its right to appoint Board members, whichever first occurs.
- 8.3 Certification of Incorporation and Bylaws.** The purposes and powers of the Association and the rights and obligations with respect to Members shall be amplified by provisions with respect to corporate matters, including provisions such as notices, record dates and quorums for meetings of directors and Members, but no such provisions may be inconsistent with any provisions of this Declaration.
- 8.4 Assessments.** All of the Lots shall be subject to an annual assessment charge as set forth in Section 8.5 hereof, which is due and payable by the respective Owners thereof to the Association annually in advance on the 1st day of January in each year. The Board may permit the annual assessment charge to be paid either annually, semi-annually or monthly and shall have the further right to require payment of the same in advance. Annual assessments shall commence in January 1987.
- 8.5 Annual Assessment:** (a) The annual assessment (in addition to sums assessed pursuant to other Sections hereof) for the calendar year beginning January 1, 1987, shall be Ninety-six Dollars (\$96.00) per Lot. The Board may increase the annual assessment for any subsequent calendar year but such increase shall not be in excess of 10% compounded above the maximum permitted annual assessment for the previous year, except as provided in 8.5(b) below.
- 8.6 Use of Assessment Funds.** Assessment funds shall be used for purposes as the Association shall determine necessary and advisable, which may include but shall not be limited to the following: For improving and maintaining the Common Areas and other property of the Association, including guardhouses, if any; for planting trees and shrubbery and the care thereof; for payment of expenses incidental to the proper operation and maintenance of recreational facilities located within the Commons Areas; for collecting and disposing of garbage, ashes and rubbish, for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street signs and street lights; for constructing, purchasing, maintaining or operating any community service; for purchase of insurance; for legal costs and expenses; for supplies and fertilizers, ; for snow removal; or for doing any other thing necessary or advisable, in the opinion of the Association, for the general welfare of the Owners; for expenses incidental to the enforcement of these restrictions, for the payment of operating expenses of the of the Association; or for any other purpose within the purposes for which the Association is incorporated.

- 8.7 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Commons Area, including fixtures and personal property related thereto, provided that any assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for such purpose.
- 8.8 Seeding and Mowing Assessment.** In addition to the sums assessed pursuant to other Sections hereof, there shall be assessed against each Lot a fee in the amount of Seventy Two Dollars (\$72.00) per year for seeding the Lot and thereafter mowing it periodically, which assessment shall commence as to each Lot the later of (a) the date of the sale thereof by Declarant or (b) the date Declarant or the Association seeds such Lot, to the date of commencement of construction of a residence thereon. The amount of the seeding and mowing assessment may be increases by the Board from time to time due to actual or projected increases in the costs of providing the seeding and mowing services.
- 8.9 Additional Assessments.** In order to assist in providing for proper maintenance and care of green spaces located on the Willowbend Golf Club adjacent to the Property, which maintenance and care shall be of significant benefit to the, each Lot shall be assessed in the amount of Forty-eight Dollars (\$48.00) per ear, commencing January 1, 1987, which amount shall be due and owing to the owner of the Willowbend Golf Club (which owner is currently the Declarant). Such assessment shall be utilized by the owner of the Willowbend Golf Club solely for the purpose of maintaining the landscaping and green spaces of the golf course, provided the assessment contained in this Section 8.9 shall not apply to Declarant. The amount of the assessment called for in this Section may be increased at the election of the owner of Willowbend Golf Club by an amount equal to ten percent (10%) of the prior year's assessment hereunder, commencing January 1, 1988, and each calendar year thereafter. Any such escalation shall be based upon any increased expenses to such Willowbend Golf Club owner in the maintenance of such landscaping and green spaces. The assessment called for in this Section shall remain in effect only so long as the owner of the Willowbend Golf Club maintains and operates a golf course thereon and shall cease at such time as said property shall cease to be operated as a golf course. Assessments levied pursuant to this Section shall be levied and collected as part of the annual assessment against each Lot, as provided elsewhere in this Article VIII, but collection and payment shall also be the binding obligation of the Association to the owner of Willowbend Golf Club, its successors and assigns, and any failure of any Owner to make payment shall not diminish the Association's obligation to the Willowbend Golf Club owner for full payment. This provision is for the benefit of the owner of the Willowbend Golf Club, its successors and assigns, and may be enforced by it pursuant to law.
- 8.10 Lien for Assessments, Fines and Compliance Expenditures.** The Association shall have a lien against each Lot to secure payment of any assessment, fine, Compliance Expenditure of other amount due and owing the Association by the Owner of that Lot, plus interest from the date such amount was due and payable at a rate equal to 4% per annum over the prime interest rate charged from time to time by the Bank IV Wichita, N.S., Wichita, Kansas, adjusted on each day on which there occurs a change in said prime interest rate (provided that the interest shall never exceed the maximum allowed by law), in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Kansas. The lien provided herein shall be junior to the lien of any first mortgage on any Lot taken in good faith and for value and perfected by recording in the office of the Register of Deeds of Sedgwick County, Kansas, prior to the time and recording in said office of a Notice of Lien, but shall be prior to any and all other liens. The Notice of Lien shall set forth the amount of any assessment, fine, Compliance Expenditure or other amount due and owing to the Association, specifying the date such amount was due and payable and from which

interest accrues, specifying all costs and expenses, including reasonable attorneys' fees, of collecting the unpaid amount to the date of recording such Notice of Lien, describing the Lot affected by the lien and specifying the name or names last known to the Association of the Owner or Owners of the Lot. Each Owner acknowledges and agrees, by acceptance of such Owner's deed or other interest in any Lot subject to this Declaration, that the lien of the Association for assessments due hereunder, and for all other sums which may become due the Association hereunder from an Owner, shall be superior to any homestead exemption as is now or may hereafter be provided by Kansas or federal law. The acceptance of deed or other interest to a Lot subject to this Declaration shall constitute an express waiver of the homestead exemption as against all sums, which may become due the Association from the Owner of such Lot.

- 8.11 Successor's Liability for Assessments.** The Association's lien for delinquent assessments, damages, costs, expenses, Compliance Expenditures, attorneys' fees and all other charges allowed hereunder against a Lot shall pass to an Owner's successors in title, regardless of whether said obligation was expressly assumed by them, except with respect to 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, which sale or transfer shall extinguish the liens of such assessments as to payments thereof which became due prior to such sale of transfer. Upon acquisition of title to a Lot, as Owner shall be bound by the terms hereof.
- 8.12 No Offsets.** All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including without limitation any claim of non-use of the Commons Areas or any claim that Declarant, the Association, the Board or the Architectural Control Committee is not or has not been properly exercising its duties and powers under this Declaration.

Article IX. Property Rights.

- 9.1 Easement in Common Areas.** Declarant hereby dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Areas; provided, however, no Common Areas may be used for recreation, hiking, nature study, picnicking or other uses except as authorized from time to time by the Board. Said right and 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. Declarant hereby covenants for itself, its successors and assigns that it will convey by special warranty deed, at such time as Declarant no longer owns any Lot, or such earlier date as Declarant shall determine in its sole discretion, a fee simple title to the Common Areas to the Association, free and clear of all encumbrances and liens except any current ad valorem or special assessment taxes. The Association shall accept title to such Common Areas, together with the responsibility to perform any and all functions and duties associated therewith, including the responsibility for payment of taxes and insurance on the Commons Areas and for the proper maintenance of the open spaces. The title to the Commons Areas vested in Association shall be subject to the rights and easements of enjoyment in and to such Common Areas by its Members.
- 9.2 Description of Commons Areas.** The Commons Areas consist of the following real estate: Reserves B, C, D, E, F, G, H and I, as shown on the portion of the plat reordered as shown on the portion of the plat recorded as document number 808810 in the office of the Sedgwick County Register of Deed; and Reserves B, C, D, E, F, G, H, I, J, K, L, M and N, as shown on the portion of the Plat recorded as document number 833938 in the office of Sedgwick County Register of Deeds.
- 9.3 Reservation of Rights in Common Areas.** Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Areas for the installation, repair and maintenance of water mains, sewers, drainage courses, public walkways and other public utilities, provided that such utilities shall be installed in such a manner so as to minimize damage to the natural features of the Common Areas.

Article X. Additional Land

10.1 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 a ten-year (10 year) period commencing with the date of the 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 ten-year period, such additional real property may be annexed to the Property, provided that such annexation is approved in writing by a majority of the votes of the Members entitled to vote.

Article XI. Miscellaneous Provisions.

- 11.1 Duration of Declaration.** All provisions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the Register of Deeds' office for Sedgwick County, Kansas, after which time it shall automatically be extended for successive periods of the (10) years each, unless and until this Section 11.1 is amended or this Declaration is repealed in accordance with Section 11.2 hereof.
- 11.2 Amendments of Declaration.** Any provision contained in this Declaration may be amended or repealed, or additional provisions added to this Declaration, by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the Owners as shown by the records in the office of the Register of Deeds of the County of Sedgwick, Wichita, Kansas, of not less than a majority of the Lots then subject to this Declaration, provided that so long as Declarant owns twenty (20) Lots, any such instrument or instruments shall require the written consent of Declarant.
- 11.3 Effect of Provisions of Declaration.** Each provision of this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument, and each Owner shall be bound by the terms of this Declaration.
- 11.4 Enforcement and Remedies.** 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, Compliance Expenditures and charges now or hereafter imposed by the provisions of this Declaration.
- 11.5 Limited Liability.** Neither Declarant, the Association, the Board, the Architectural Control Committee nor any member, agent or employee of any of the same shall be liable to any party for any act or for any failure to act with respect to any matter if the act of failure to act was in good faith and without malice, and such Declarant, the Association, the Board, the Architectural Control Committee, and any member, agent or employee of the same, shall be reimbursed by the Association for any costs and expenses, including but not limited to attorneys' fees reasonable incurred by them with the prior approval of the Board, which approval shall not unreasonably be withheld or delayed, as a result of threatened or pending litigation in which they are or may be named as parties.
- 11.6 Successors and Assigns.** Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association and each Owner and the heirs, personal representatives, successors and assigns of each. 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.
- 11.7 Severability.** Invalidity or unenforceability of any provision of this Declaration, in whole or in part, shall not effect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration

- 11.8 Captions.** The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provisions of this Declaration.
- 11.9 No Waiver.** Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provisions or of any other provision of this Declaration.
- 11.10 Prior Declaration.** This Restated and Amended Declaration of Covenants, Conditions and Restrictions supersedes, amends and modifies that certain Declaration of Covenants, Conditions and Restrictions dated May 30, 1986, and filed of record in the Sedgwick County Register of Deeds' office on June 2, 1986, as document number 809183, film 0802, page 1174, et seq. The aforesaid Declaration dated May 30, 1986 is hereby repealed and canceled, it is being the intent of Declarant that this Declaration shall amend and restate in one document of the covenants, conditions and restrictions applicable to the Property as of the date hereof.

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

GOLF COURSES OF AMERICA, INC.

By: /s/s Frank A. Mills
 Title: President

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of September 1986, before me, a notary public in and for the county and state aforesaid, personally appeared Frank A. Mills known to me to be the President of GOLF COURSES OF AMERICA, INC., a Kansas corporation, and the same person executed the above and foregoing Restated and Amended Declaration as his free and voluntary act and deed, as such officer, on behalf of said corporation.

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

/s/ Cindy L. Konrade
 Notary Public

My appointment expires:

September 5, 1990

EXIBIBIT "A"

Willowbend First Addition, an addition to Wichita, Sedgwick County, Kansas, excluding Reserves A and J; and Willowbend Second Addition, an addition to Wichita, Sedgwick County, Kansas.

EXHIBIT "B"

Reserve A, Willowbend First Addition, an addition to Wichita, Sedgwick County, Kansas and Reserve A, Willowbend Second Addition, an addition to Wichita, Sedgwick County, Kansas.

**FIRST AMENDMENT TO RESTATED AND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WILLOWBEND ADDITIONS.**

The First Amendment to Restated and Amended Declaration of Covenants, Conditions and Declarations of Willowbend Additions ("First Amendment") is made this 29th day of September 1986, by Golf Courses of America, Inc, a Kansas corporation (the "Developer")

WHEREAS, an error inadvertently occurred in the preparation of the Declaration, which the Developer desires to correct and clarify.

NOW THEREFORE, the Declaration is hereby amended as follows: Exhibit "A" to the Declaration is amended by adding the underlined words shown below thereto: Willowbend Second Addition, an addition to Wichita, Sedgwick County, Kansas, excluding Reserve A.

Except as provided herein, the Declaration shall remain in full force and effect according to the original terms and conditions, Developer has transferred title to one Lot between the date the Declaration was filed of record and the date hereof. The purchasers of such Lot joined in the execution of this First Amendment solely for the purpose of consenting to such amendment.

IN WITNESS WHEREOF, this First Amendment is executed by the undersigned on the day and year first above written

GOLF COURSES OF AMERICA

/s/ Frank A. Mills

Frank Mills, President

Consent of Lot Owners:

/s/ Gary G. Lovett

/s/ Teresa L. Lovett

Gary & Teresa L. Lovett

Owners of Lot 25, Block 5

Willowbend First Addition to

Wichita, Sedgwick County, Kansas

