

## Architectural Standards and Construction Regulations of Willowbend

### Article I Purpose

1.1 **Declaration.** Pursuant to the Declaration of Protective Covenants (the "Declaration") for Willowbend, the Architectural Control Committee (the "Committee") has developed a set of architectural standards (the "Standards") for Willowbend in order to:

- a. attain the highest quality of residential development and construction;
- b. establish and preserve a harmonious design within Willowbend; and
- c. protect and enhance the value of Property in Willowbend.

These Standards will establish controls to which the process of building will be subjected so that development and construction will merge and complement the natural beauty of the land and the quality of the community.

Willowbend will be a community where different architectural designs and styles complement each other. Because there will be different designers, builders and Owners involved, standards are necessary and useful in attaining the desired level of consistency and quality in community appearance.

The intent of the Committee and Declarant is to achieve harmony among dwellings and between each dwelling and its surrounding landscape. Exteriors of buildings are to be subdued and in harmony with the natural landscape and surrounding dwellings.

1.2 **Standards.** These Standards are established to:

- a. carry out the general purposes expressed in the Declaration;
- b. prevent violation of any specific provision of the Declaration;
- c. prevent any change in the existing state of property which would be unsafe or hazardous to any persons or properties;
- d. minimize obstruction or diminution of the view of others;
- e. preserve visual continuity between improvements and prevent any marked or unnecessary transition between improved and unimproved areas;
- f. assure that any change in the existing state of property will be of good attractive design and in harmony with development on other Lots; and
- g. assure that materials and workmanship for all improvements are of high quality and durability comparable to other improvements in Willowbend.

Compliance with these Standards and approval by the Committee do not constitute compliance with any applicable building codes or regulations. An Owner or his representative must consult with the City of Wichita, Kansas in that regard.

In the event of any conflict between these Standards and the Declaration, the most restrictive provisions of either document aforementioned shall be taken to govern and control.

### Article II Definitions

Unless the context otherwise specifies or requires, the following words or phrases when used in this text shall have the following specified meanings:

2.1 **Association.** A non-profit corporation formed under the name of "Willowbend Homeowners Association, Inc." whose Articles of Incorporation are filed with the Kansas Secretary of State.

- 2.2 **Builder/Contractor.** A person or entity engaged by an Owner for the purpose of constructing a Dwelling on such Owner's Lot. The Contractor and Owner may be the same person or entity.
- 2.3 **Committee.** The Architectural Control Committee established pursuant to the Declaration shall mean either the Board of Directors of the Developer or three or more members appointed by the Board or by the Association.
- 2.4 **Construction Site.** "Construction Site" shall mean and refer to such portion of Willowbend (including, but not limited to, a Lot) on which authority is given by the Committee to construct Improvements or store materials or equipment.
- 2.5 **Declaration.** The Declaration of Protective Covenants for Willowbend as it may be modified or supplemented.
- 2.6 **Developer.** Golf Courses of America, Inc. and its successors and assigns.
- 2.7 **Dwelling.** A residence constructed or proposed to be constructed on a Lot in Willowbend and any Improvements constructed in connection therewith.
- 2.8 **Improvement.** Any changes, alterations or additions to the existing state of property.
- 2.9 **Lot.** Any parcel of property shown on the recorded plat of Willowbend and identified therein as a lot or site in Willowbend, excluding such Lot's respective Recreation Easement, as shown on such plat.
- 2.10 **Owner.** The Owner of record of a Lot, whether one or more persons or entities. For the purposes herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such capacity.
- 2.11 **Standards.** Those restrictions, review procedures and construction regulations adopted and enforced by the Committee as set forth in this document and as amended from time to time by the Committee.
- 2.12 **Willowbend.** Willowbend First, Second, Third and Fourth Additions according to the recorded plats thereof, an addition to Wichita, Sedgwick County, Kansas.

### **Article III Basic Building Restrictions**

- 3.1 **Location of Dwellings and Setbacks.** The location and setbacks of buildings will be in accordance with recorded plat, the Declaration, and City Codes and Regulations and the Developer's recommended set back lines which are available upon request. The Developer's recommended set back lines can be varied upon approval of the Architectural Control Committee. Because no two Lots are exactly alike, the Committee will review each plan for a Dwelling in relation to the specific characteristics of the particular Lot and its surroundings. What might be considered appropriate for one Lot might be inappropriate for another. For this reason the Declaration, which applies to all Lots, permits the flexibility that is essential to the appropriate use of widely varying Lot conditions and topography. The objective is to provide that the Dwelling be compatible with the particular Lot and be located so as to minimize obstruction or diminution of the view of others. In addition, the Committee will review each plan for a Dwelling to be located on a Lot adjacent to the golf course with particular attention to the location of the Dwelling in relation to the golf course. In addition to the considerations detailed above, the Committee shall also consider the safety of persons occupying or visiting such Dwelling in relation to the golf course. There shall be not more than one single family residence, for private use, with private garage and other ancillary buildings incidental to residential use, per lot.
- 3.2 **Height of Structure.** The Committee shall discourage, and has the right to prohibit, the construction of any Dwelling or other structure which would appear excessive in

height when viewed from the roads, drives or other Lots. Dwellings whose masses are generally parallel to the natural terrain of the Lots and which minimize the obstruction of view from other Lots will be encouraged. In all cases, the appearance of Dwellings from other Lots and roads will be an important factor.

**3.3 Permitted Uses and Floor Spaces.** Each Lot shall be used exclusively for residential purposes and such purposes as are customarily incident thereto. Due to irregular Lot sizes, no minimum floor area can be set forth; however, in general, residential structures should have a minimum improved living floor area of 1,600 square feet, for ranch style houses and 1,800 s.f. for story and one-half and two-story houses, exclusive of basements, garages, porches, patios and accessory structures. No maximum floor area is specified; however, the Committee will be concerned that the total size of all structures on the Lot does not create a negative visual impact.

**3.4 Color.** The color of external materials will generally be subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasional accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other Dwellings in the vicinity and nearby surroundings.

**3.5 Materials; Exterior Surfaces.** Exterior surfaces shall be of natural materials that blend and are compatible with natural landscape. The use of each material shall be an appropriate expression of the characteristics of that particular material. Textures shall be harmonious and compatible with textures of other Dwellings in the vicinity and the nearby surroundings. The use of brick, wood and stone is preferred. Unless otherwise approved by the Committee, masonry products such as stone or brick shall be used on all fireplace flues erected on the exterior perimeter of the building and on at least 25% of the front building elevation. Additionally, unless otherwise approved by the Committee, all houses which have rear frontage on the golf course shall have masonry products such as stone or bricks on at least 25% of the rear building elevation. Exposed concrete blocks, prefabricated metal buildings, and silver finish aluminum doors and windows are unacceptable. In all cases fireplace flues shall be enclosed with wood or masonry products.

**3.6 Foundation Walls.** Foundation walls shall not be exposed except as approved by the Committee.

**3.7 Roofs.** All roofs shall be of a material, color and texture approved by the Committee, and no composition roofs shall be allowed. Wood shingles, concrete or clay tile roofs are preferred. No maximum or minimum pitch is specified, but approval by the Committee will be based on the visual impact of the roof on the Lot and on neighboring Lots, Dwellings and roads. The overall appearance of the Dwelling will be an important consideration.

**3.8 Building Projections.** All projections including, but not limited to, chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways, shall match the color of the surface from which they project or shall be of an approved color.

**3.9 Garages.** The residential structure or complex on a Lot shall include a garage of a size sufficient to accommodate a minimum of two (2) full-sized automobiles and a maximum to be approved by the committee. In addition, two off-street parking spaces in the driveway shall be provided.

**3.10 Fencing.** Fencing is prohibited in the front of the Dwelling. The use of fences around swimming pools and other areas including privacy fencing around patios and decks must be approved by the Committee. Approved fencing which fronts on the golf course must be wrought iron material, unless otherwise approved by the Committee.

**3.11 Site Drainage and Grading.** All structures and landscape elements shall be placed on the Lot so that the existing topography shall be disturbed as little as possible. Finish

grading shall be such as to prevent ponding or washing of water on the Lot and on adjacent property. Drainage shall generally be away from structures. Newly graded areas shall be protected against erosion. Lot Owners and their representatives or Builders are required to minimize disruption from grading; when possible, to use existing natural drainage paths; and to consider and provide for snow storage and runoff. Location of topsoil stockpiles, barrow pits on site and excess material disposal areas is subject to Committee approval. The final site plan or grading plan shall be prepared so as to conform to the master drainage plan for Willowbend, and it shall show both existing and future contours. Finish grades shall allow for topsoil, if so desired. Finished elevations with seed and sod in place will be brought to within one (1) inch of all paved surfaces. No residence shall have a finished grade at the dwelling less than three feet above established flood plane. No excavations, except as are necessary for the construction of residence or improvements, shall be permitted on any lot.

**3.12 Drainage and Paving.** Materials used to create special paving patterns are subject to Committee approval. Minimum grade of two percent (2%) for drainage is recommended. Owners shall provide for drainage to streets and common areas in accordance with the Master Grading and Drainage Plan and not onto adjacent lots.

**3.13 Culverts.** Driveway culverts, if required, will be approved by the Committee and will be installed by the Owner.

**3.14 Garage Doors.** Visual impact of garage doors will be minimized by such measures as, but not limited to, siting of the Dwelling, protective overhangs or projections, special door facing materials or design and landscaping.

**3.15 House Numbers.** Each Lot has been assigned a street number which has been approved by the appropriate governing authority. The Owner is required to provide the assigned number on the premises in a manner in keeping with the foregoing standards, as approved by the Committee.

**3.16 Exterior Mechanical Equipment.** No mechanical equipment shall be located in any required side yard setback nor exposed on any lot unless concealed and incorporated into the overall form of the structure or be permanently enclosed by a material approved by the Committee other than landscaping. Fuel storage tanks, as part of the heating equipment of a residence, are permitted only if located underground.

**3.17 Accessory Structures.** Accessory structures as permitted by the Committee shall be architecturally compatible with the Dwelling.

**3.18 Exterior Lighting.** No exterior lighting shall be permitted on any Lot except with the written approval of the Committee. Exterior lighting that is subdued and whose light source is not visible from adjoining dwellings may be permitted by the Committee for such purposes as illuminating entrances, decks, patios, driveways and parking areas and for other approved purposes.

**3.19 Landscaping.** At the time of, or as soon as reasonably possible following construction of the Dwelling, on a Lot, but not later than the later of six months or one growing season after substantial completion of the Dwelling, the Lot shall be suitably landscaped with grass, shrubs and trees in accordance with section 4.4 of the Declaration. The Committee shall require complete landscaping plans and specifications. It is the intent that each Lot shall be fully landscaped and Lot Owners are encouraged to make adequate provisions for landscaping costs in their overall construction budget. Underground sprinkler systems for grass areas are strongly encouraged. The following types of trees, shrubs, ground cover and grass are approved:

**List of Pre-Approved Trees:**

Scotch Austrian & Ponderosa Pine  
Pin Oaks

Flowering Crab  
Purple Leaf Plum

Silver Maples  
Corkscrew, Weeping, & Globe Willows  
Bradford Pears  
Thornless Honey Locust  
Sweetgum

Green Ash  
Cottonless Cottonwood  
Hackberry  
Canaert Cedar

**List of Pre-Approved Shrubs:**

Japanese Yew  
Golden Vicary  
Euyonmus  
Barberry  
Forsythia

Junipers (compact)  
Viburnums (snowball, Leatherleaf, &  
burkwood)  
Honeysuckle

**List of Pre-Approved Ground Cover:**

Vinca Minor  
Ivy (English & Boston)  
Vinca Major  
Ajuga  
Euyonmus Coloratur

**List of Pre-Approved Native Grasses:**

Bluegrass (Midnight, Aldefi, Majestic, Ram 1, Baron)  
Fescues (Rebel, Falcon, Olympic, Apache)  
Zoysia

3.20 **Swimming Pools.** Swimming pools shall be underground and shall be designed to integrate with the existing site and architectural form. Adequate screening, security and maintenance shall be provided. Fencing around swimming pools shall be wrought iron or other material as approved by the Committee, and landscaping may be required by the Committee. Swimming pool construction shall meet Kansas State Board of Health Standards.

3.21 **Style and Quality.** There is no mandatory “style” of architecture in Willowbend. The only constant is high quality and harmony with the particular Lot, general landscape, and surrounding Dwellings. However, because of the natural characteristics, setting and uniqueness of Willowbend, the Committee wishes to encourage and promote a harmonious building theme.

3.22 **Additional Construction or Exterior Changes.** Any changes to the approved plans before, during or after the construction of a Dwelling must first be submitted to the Committee for approval.

3.23 **Building.** All structures will conform to all applicable building codes and ordinances. Approval by the Committee does not constitute or imply compliance with such codes and ordinances.

3.24 **Resubdivision.** No residence shall be placed, erected or maintained on any site which is less than one lot as platted, except that small changes in the lot lines may be made with written consent of Grantor and Committee and must conform to the requirements of City and County authority having jurisdiction. No lot shall be resubdivided without written approval of the Committee.

3.25 **Habitation.** Prior to completion of a permanent residence, no basement, garage or temporary structure of any kind shall be used for human habitation, temporarily or permanently.

3.26 **Relocated Structures.** No used or previously erected house or building of any kind, including mobile homes and pre-fabricated buildings (other than elements of houses which are prefabricated and approved by the Committee), can be moved or placed in part or whole nor be permitted to remain on any lot.

#### **Article IV Architectural Review Procedures**

4.1 **Approved Builders.** Builders shall be approved by the Committee. A pre-approved list of builders is available from the Committee.

4.2 **Submission of Plans.** Plans, specifications and working drawings shall be submitted to the Committee as specified in the Declaration and in accordance with the following submittal and review procedures. It is recommended that the plans and specifications be prepared by a licensed architect or such other design professional.

a. *Pre-Design Meeting.* Prior to preparing preliminary plans for a proposed Dwelling, the Owner and/or his architect or design professional shall meet with a Committee member to discuss proposed plans and to explore and resolve any questions regarding building in Willowbend. This informal review is to offer guidance prior to initiating preliminary design.

In order to derive the maximum benefits from this meeting, the Owner should be prepared to discuss in as much detail as possible the type of Improvements to be built on the Lot. This meeting is intended to prevent the Owner from making excessive expenditures on concepts which will not be acceptable to the Committee. A member of the Committee will be available as needed and an appointment should be made at least one (1) week in advance.

b. *Preliminary Submittal and Review.* Preliminary plans including all of the exhibits outlined below, are to be submitted to the Committee. The Committee shall conduct this preliminary review during its regular weekly meeting (held on Tuesday of every week), and will respond within five (5) working days after their review, provided that the preliminary plans are in accordance with the requirements outlined below. The Committee may hold more than its regularly scheduled weekly meeting, as needed.

(1) All preliminary plans shall include:

(a) site plan (at no smaller than 1" = 30') indicating building location, driveway, parking and grading plan. Water drainage should be shown over the total Lot and extended outside the Lot on all sides at a distance sufficient to establish that proper drainage is achieved.

(b) roof plan and floor plans (at no smaller than 1/8" = 1'-0");

(c) exterior elevations at a minimum of two representative locations with both existing and proposed grade lines at same scale as floor plans and grade elevations of street, main floor and top of roof; and

(d) indication of all exterior materials and colors.

(2) Any accessory Improvements contemplated on the Lot must be shown on the preliminary submittal.

c. *Final Submittal and Review.* After preliminary approval is obtained from the Committee, the following documents are to be submitted in duplicate for final approval. The Committee shall conduct the final review during its regular weekly meeting (held on Tuesday of every week), and will respond within five (5) working days after the review. Final plans are to be in accordance with the requirements outlined below. The Committee may hold more than the regularly scheduled weekly meeting, as needed.

(1) Final plans shall include:

- (a) An approximate time schedule indicating starting and completion dates of the Dwelling, utilities hook-up and completion of landscaping work;
- (b) site plan (at no smaller than 1" = 30') showing building location, including accessory Improvements, driveway, parking, utility, connections and grading plan, including a water drainage plan to insure that proper drainage is achieved.
- (c) roof plan and floor plans (at no smaller than 1/8" = 1'-0");
- (d) foundation design;
- (e) samples of all exterior materials and colors (which are different from those set forth in paragraph 3.4 hereof), and window and glass specifications;
- (f) exterior elevations with both existing and proposed grades shown;
- (g) complete landscaping plan, including areas to be irrigated with full description of plants and landscaping materials;
- (h) a perspective (sketch) of the structure sufficient to illustrate design characteristics.

(2) Final approval by the Committee shall be issued in writing. However, at least five days prior to commencement of construction, the Owner shall notify the Committee so that it can make a visual inspection of the Lot to insure that the final building layout and staking are in accordance with the final plan approved by the Committee. Failure of the Committee to make such visual inspection shall not constitute either approval of the Committee or compliance by the Owner of the required regulations.

Engineering certification of foundations and the securing of a building permit are the responsibility of the Owner and Builder. Construction documents (working drawings and specifications) are to be in accordance with the design approved in the final submittal.

Construction shall not commence until all of the above requirements are satisfied.

Additional construction to a Dwelling and/or changes after completion of an approved structure must be submitted to the Committee for approval prior to initiating such changes and/or additions.

**4.3 Resubmittal of Plans.** In the event of any disapproval by the Committee of either a preliminary or a final submission, any resubmission of plans will follow the same procedure as an original submittal. In the event a decision by the Committee is felt to be unjust, a request for a special hearing may be submitted in writing to the Committee within seven days of the date of notification of the decision. This request shall contain the reasons why the decision is felt to be unjust and any other explanatory material which would be helpful to the Committee in reviewing the situation. A meeting of all parties concerned will be arranged when warranted, and the decision of the Committee at this meeting or subsequent to reviewing this material will be final.

**4.4 Work in Progress.** The Committee may inspect all work in progress and give notice of non-compliance. Absence of such inspection and notification during the construction period does not constitute either approval of the committee of work in progress or compliance with these Standards or the Declaration. If, during the course of construction, changes occur to an Improvement which cause it to be significantly different from the approved documents, a request for approval of these changes shall be submitted to the Committee in duplicate in the following manner:

- a. a written statement giving the reason such changes are desired shall be submitted;

b. a complete description of the change, including drawings, specifications and any other descriptive material required by the Committee shall be submitted; and  
In the event of disapproval of the changes, resubmission of plans or request for a special hearing shall be in accordance with paragraph 4.3 above.

**4.5 Completed Work.**

- a. Upon completion of any Dwelling or other Improvement for which final approval was given by the Committee, the Owner shall give written notice of completion to the Committee.
- b. Within such reasonable time as the Committee may determine, but in no case exceeding ten days from receipt of such written notice of completion from the Owner or its duly authorized representative, it may inspect the Dwelling or other Improvements. If it is found that such work was not done in strict compliance with the final plan submitted or required to be submitted for its prior approval, the Committee shall notify the Owner in writing of such non-compliance, specifying in reasonable detail the particulars of non-compliance and shall require the Owner to remedy the same.
- c. If, upon the expiration of thirty days from the date of such notification by the Committee, the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Owner and may take such action to remove the non-complying Improvements as is provided for herein.
- d. If, after receipt of written notice of completion from the Owner, the Committee fails to notify the Owner of any failure to comply with its directives within the period provided in paragraph 4.5b above, the Improvements shall be deemed to be in accordance with the approved plans.

**4.6 Right of Waiver.** The Committee reserves the right to waive or vary any of the procedures or Standards at its discretion, for good cause shown.

**4.7 Non-Liability of the Committee and Developer.** Neither the Committee nor the Developer, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications. Every Owner or other person who submits plans to the Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Committee or Developer to recover damages.

**4.8 Enforcement.** These Standards may be enforced by the Committee or the Association or the Developer as provided herein.

**4.9 Grading Dimensions and Elevations and Other Information Submitted by an Owner.** Any Owner submitting plans for preliminary or final approval to the Committee shall be responsible for the verification and accuracy of all Lot dimensions, grade, elevations and the location of the key features of the natural terrain. Each Owner shall certify to the accuracy thereof before the Committee will undertake its review.

**Article V  
Construction Regulations**

**5.1 Construction and Safety.**

- a. In order to insure a safe, neat and orderly construction site, the Committee and Developer have established certain construction and safety regulations for the benefit of all Willowbend Owners and residents.
- b. It is of the utmost importance that anyone conducting construction activities in Willowbend exert extreme care in preventing conditions that are unsafe or that could

constitute fire, wind or other hazards. The Developer and the Committee will not tolerate any activity that, in their opinion, constitutes such hazards.

**5.2 Occupational Safety and Health Act Compliance (OSHA).** All applicable OSHA regulations and guidelines shall be strictly observed at all times.

**5.3 Construction Trailers; Portable Field Offices.** Owner or Contractor who desires to bring a construction trailer, field office or the like to Willowbend shall first apply for and obtain written approval from the Committee. The Committee will work closely with the Owner or Contractor to determine the best possible location. Such temporary structures shall be located only in locations approved by the Committee and shall be removed upon completion of construction.

**5.4 Storage of Materials and Equipment.** Owners and Contractors are permitted to store construction materials and equipment on the approved Construction Site during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the approved Construction Site will be done only with the approval of the Committee. Any storage of materials or equipment shall be the Owner's or Contractor's responsibility and at their risk. Owners and Contractors shall not disturb, damage or trespass on other Lots or adjacent property. Should any such damage occur, it will be restored and repaired at the offender's expense. No building materials may be placed on any lot more than 15 days before beginning construction, and then, not between street and property line.

**5.5 Debris and Trash Removal.** Owners and Contractors shall clean up all trash and debris on the Construction Site at the end of each day. Trash and debris shall be removed from each Construction Site at least once a week to a dumping site located off the project. Lightweight material, packaging and other items shall be covered or weighed down to prevent wind from blowing such materials off the Construction Site. Owners and Contractors are prohibited from dumping, burying or burning trash anywhere in Willowbend. During the construction period, each Construction Site shall be kept neat and shall be properly policed to prevent it from (a) becoming an eyesore or (b) affecting other Lots or adjacent property. Dirt, mud or debris resulting from activity on each Construction Site shall be promptly removed from public or private roads, open spaces and driveways or other portions of Willowbend.

**5.6 Sanitary Facilities.** Each Contractor shall be responsible for providing adequate sanitary facilities for its construction workers. Portable toilets or similar temporary toilet facilities shall be located only in areas approved by the Committee.

**5.7 Parking Area.** Construction crews shall not park on or otherwise use, other Lots or portions of the Property. Private and construction vehicles and machinery shall be parked in areas designated by the Committee or Developer.

**5.8 Conservation of Landscaping Materials.** Owners and Contractors acknowledge that the Lots contain topsoil that should be salvaged before and during construction, and respread upon completion of construction.

**5.9 Excavation Materials.** Excess excavation materials shall be removed from Willowbend.

**5.10 Blasting.** If any blasting is to occur, the Developer shall be informed far enough in advance to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting.

**5.11 Restoration or Repair of Other Property Damaged.** Damage and scarring to other property, including, but not limited to, other Lots, roads, driveways and/or other Improvements, will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person or entity causing the same. Upon completion of construction, each Contractor shall clean its Construction Site and repair

all property which was damaged, including, but not limited to, restoring grades, repair of streets, driveways, drains, culverts, signs, lighting and fencing.

**5.12 Miscellaneous and General Practices.** The following practices are prohibited at Willowbend:

- a. changing oil on any vehicle or equipment other than at a location designated for that purpose by the Developer or the Committee;
- b. allowing concrete supplies and contractors to clean their equipment other than at locations designated for that purpose by the Developer or the Committee;
- c. removing any plant material, topsoil or similar items from any property of others within Willowbend;
- d. carrying any type of firearms on the property;
- e. using disposal methods or units other than those approved by the Committee;
- f. careless disposition of cigarettes and other flammable material; and
- g. any loud or excessive noise from sound equipment such as radios and loudspeakers.

**5.13 Responsibility of Developer.** Developer assumes no responsibility for soil conditions including possible rock foundations, high water table, or expansive soils. Each Owner shall be responsible for obtaining soil tests as may be required by the City of Wichita.

**5.14 Responsibility of Lot Owner.** All Lot Owners in Willowbend shall be responsible for the conduct and behavior of their representatives, Builders, Contractors and their subcontractors.

**5.15 Fire Extinguisher.** At least one 10-lb. ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the Construction Site at all times.

**5.16 Completion of Construction.** Builders shall furnish to the Committee satisfactory proof that builder's risk insurance and Workman's Compensation insurance, if applicable, will be in force for the construction period.

**5.17 Time for Completion.** The exterior of any single family detached structure, garage or outbuilding approved to be erected on any lot shall be completely finished within six (6) months of the date of the start of construction; the interior of any such building, garage or outbuilding shall be completed within twelve (12) months following the start of construction. In the event the aforementioned timeframes are not met, the Committee shall have the right to finish the house per the approved plans and to file a lien.

**5.18 Non Compliance.** The Contractor/Owner will submit all structures to inspection by the Committee as required to determine compliance with these building restrictions. In the event of non-compliance with said restrictions, the Developer and/or Committee shall have the right, but not the obligation, to hire a contractor or contractors to perform the work and furnish the materials necessary for compliance at the Owner's expense plus 10% for administration. In the event that the Owner does not pay same, the Developer and/or Committee shall have the legal right to file a statutory lien against the property and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall revert to the Owner. A failure to enforce any restriction shall in no event be deemed a waiver of this right to do so afterward.

## **Article VI Amendments**

The Committee shall have the right to amend and modify these Standards at any time in its sole discretion; provided that no modifications or amendments hereto shall adversely affect any previously approved plans.

