

WESTWOOD HILLS
AREA HOMES ASSOCIATION AMENDED DECLARATION

THIS AMENDED DECLARATION is made as of this 10 day of July, 2015, by Westwood HOA, Inc., a Kansas not-for-profit corporation.

WITNESSETH:

WHEREAS, Westwood, L.L.C., a Kansas limited liability company ("Developer") has executed and filed with the Register of Deeds of Douglas County, Kansas, plats of the subdivision known as "Westwood Hills", which plats include the following described lots (the "Lots") and tracts:

[Attached hereto as "Exhibit A"]

WHEREAS, Developer, as the present owner and developer of the Lots, desires to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision and certain other subdivisions;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, *hereby subjects* all of the above-described lots to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I. DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

(a) "Additional Developer" means any person or entity (including the Developer) that is the developer of Homes, Townhomes or other development, including but not limited to infrastructure, in the District, and its successors and assigns.

(b) "Board" means the Board of Directors of the Homes Association.

(c) "Builder" means any contractor or tradesman licensed by the City of Lawrence, Kansas.

(d) "City" means the City of Lawrence, Kansas.

(e) "Developer" means Westwood, L.L.C., a Kansas limited liability company, and its successors and assigns.

(f) "District" means collectively all of Westwood Hills and all other property which hereafter may be made subject to this Declaration in the manner provided herein.

(g) "District Common Areas" means (i) Tracts A, B, C and D of Westwood Hills and Tracts A and B of Westwood Hills Third Plat (as they may be subsequently reconfigured or replatted), (ii) all areas shown as being landscape easements ("L/E") on the plat of Westwood Hills, (iii) all additional property that may be designated by the Developer in writing as being a District Common Area, and (iv) all improvements on such areas, together with any perimeter fencing or other fencing that may be installed by or for the Developer or the Homes Association in or for a District Common Area.

(h) "Homes Association" means the Kansas not for profit corporation Westwood HOA, Inc. formed by the Developer for the purpose of serving as the Homes Association for the Subdivision and other subdivisions in the area.

(i) "Lot" means each Single Family Lot and Townhome Unit within the District.

(j) "Master Annual Assessment" means the master annual monthly assessment to be paid by each Lot as provided in Article IV below.

(k) "Owner" means the record owner(s) of title to any Lot, including the developer or an Additional Developer.

(l) "Recording Office" means the Office of the Register of Deeds of Douglas County, Kansas.

(m) "Recreation Area" has the meaning set forth in Article XIV.

(n) "Single Family Lot" means each separately platted lot within the District upon which there will be, is being, or has been constructed a single family residence. Lots 1 through 52 of Block One and Lots 1 through 25 of Block Two, Westwood Hills and Lots 3 through 51 of Block One, Lots 1 through 22 of Block Two and Lots 1 through 19 of Block Three, Westwood Hills Third Plat, and such other Lots as may be specified by the Developer, Additional Developer or the Board in writing are Single Family Lots.

(o) "Townhome Units" means each separately identified Townhome Tract within the District upon which there will be, is being, or has been constructed a Townhome. Townhome Tracts 309, 311, 313, 315, 317 and 319 North Parker Circle, Westwood Hills Townhomes Phase One and Townhome Tracts 306, 308, 310 and 312 North Parker Circle, Westwood Hills Townhomes Phase Two, all located in Lot 2, Block One, Westwood Hills Third Plat, and such other Townhome Tracts as may be specified by the Developer, Additional Developer or the Board in writing are Townhome Tracts.

(p) "Turnover Date" means the earlier of: (i) the date as of which 95% of all of the Lots in the District (as then constituted or contemplated by the Developer) have been sold by the Developer or the applicable Additional Developer and the residences have been constructed thereon, or (ii) the date Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

ARTICLE II. HOMES ASSOCIATION MEMBERSHIP

As of the Turnover Date, there shall be only one class of membership which shall consist of the Owners of the Lots and Townhome Units in the District and every such Owner shall be a member.

Where voting rights exist based on Lot ownership, each member shall have one vote for each Lot for which he is the Owner; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot. During any period in which a member is in default in the payment of any assessment levied by the Homes Association under this Declaration, the voting rights of such member with regard to any and all financial issues shall be suspended until such assessment has been paid in full.

ARTICLE III. POWERS AND DUTIES OF THE HOMES ASSOCIATION

1. In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in the Homes Association's name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Lots or other part of the District. This right of enforcement, however, shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the Homes Association or other parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Homes Association shall be paid out of the general funds of the Homes Association, except as herein provided. Nothing herein contained shall be deemed or construed to prevent the Developer, an Additional Developer or any Owner from enforcing any building, use or other restrictions in its or his own name,

(b) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the District Common Areas, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(c) To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Homes Association and the District Common Areas.

(d) To levy the assessments and related charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments and related charges.

(e) To enter into and perform agreements from time to time with the Developer, an Additional Developer and other parties regarding the performance of services and matters benefiting both the Developer, an Additional Developer or other parties and the Homes Association and its members, and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with the Developer, an Additional Developer, other developers, other homes associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses associated therewith.

(g) To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Homes Association, including, without limitation, keeping of books and records, operation and maintenance of District Common Areas, and planning and coordination of activities.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the District neat in appearance and in good order.

(j) To exercise any architectural, aesthetic or other control and authority given and assigned to the Homes Association in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of District Common Areas) and to provide means to enforce such rules, regulations and guidelines.

(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

2. In addition to the duties required by other portions of this Declaration and by law, the Homes Association shall have the following duties and obligations with respect to the District:

(a) To the extent not provided as a service by any governmental authority, the Homes Association shall provide for the collection and disposal of rubbish and garbage for each residence one day per week (which day, if possible, shall be the same for all residences). The Homes Association shall not be obligated to provide recycling services.

(b) The Homes Association shall at all times, from and after its date of formation and at its expense, be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all District Common Areas (except any part thereof that is within any Lot and has not been landscaped or otherwise improved by or for the Developer, an Additional Developer or the Homes Association), subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

The Board shall have the right to establish, maintain and expend reserve funds for the future maintenance, repair and replacement of improvements on the District Common Areas. Neither the Developer, any director nor the Homes Association shall be liable to any Owner or other party for any failure to establish or maintain any such reserves or if such reserves are inadequate.

3. In addition, the Homes Association, in its discretion, may make available to each Lot owner a service package to include lawn care (including mowing fertilizing, weed control of grass areas and irrigation services) and snow clearing for driveways and front sidewalks (but not front porches). Such service package will be available for purchase at the option of the Lot owner and for a fee separate and above the Master Annual Assessment and any Special Assessments.

ARTICLE IV. MASTER ANNUAL ASSESSMENTS AND TRANSFER FEE

1. For the purpose of providing a general fund to enable the Homes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the District, other than unoccupied Lots then owned by the Developer or an Additional Developer or by a Builder, shall be subject to a master annual assessment ("Master Annual Assessment") to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such Master Annual Assessment per Lot shall be fixed periodically by the Board, subject to Section 2 below, and, until further action of the Board, shall be \$900.00 per year.

2. The rate of Master Annual Assessment upon each Lot in the District may be increased after year 2006, by the Board from time to time, after providing notice to the members as required by Kansas law, by up to 10% over the rate of Master Annual Assessment in effect for the preceding year.

Notwithstanding the foregoing limits on Master Annual Assessments, the Board, after providing notice to the members as required by Kansas law, shall always have the power to set, and shall set, the rate of Master Annual Assessment at an amount that will permit the Homes Association to perform its duties as specified in Section 2 of Article III above.

3. The Master Annual Assessments provided for herein shall be based upon the calendar year (commencing in 2003) and shall be due and payable on January 15th of each year; provided, however, that:

(a) The first assessment for each Lot shall be due and payable as of the transfer of title to an owner other than the Developer, Additional Developer or Builder or upon the occupation of the residence on the Lot, whichever occurs first, and shall be prorated as of the date thereof; and

(b) The Board may allow the Master Annual Assessment to be paid in two or more installments during the year.

If the effective date of any increase in the rate of Master Annual Assessment is other than January 1st, a proper portion (as determined by the Board) of the amount of such increase for the remainder of such year shall be due and payable on such effective date. No Lot shall be entitled to use any Common Areas nor shall any Owner be allowed to vote on any financial issues until such time as the first Master Annual Assessment has been paid with respect thereto.

4. A transfer fee of \$250.00 shall be payable by the new Owner to the Homes Association, for use as part of the general funds of the Homes Association, upon each transfer of ownership of the Lot for value (other than the transfer from Developer to Builder and the transfer from Builder to initial buyer).

ARTICLE V. SPECIAL ASSESSMENTS

1. In addition to the Master Annual Assessments provided for herein, the Board:

(a) shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent the Homes Association expends any money (for services, materials, and/or legal fees and expenses) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon);

(b) shall levy from time to time special assessments against each and every Lot (other than any unoccupied Lot then owned by the Developer or an Additional Developer or by a Builder) in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties as specified in Section 2 of Article III above that require any expenditure during any period in an amount in excess of the general and reserve funds of the Homes Association available therefor; and

(c) shall levy from time to time special assessments against each and every Lot (other than any unoccupied Lot then owned by the Developer, an Additional Developer or a Builder for purposes of maintaining a reserve fund, to be used for unforeseen expenses, special projects, etc.

2. In the event an Owner fails to properly maintain, repair, repaint, and replace any improvements on the Owner's Lot, the Homes Association, acting through the Board and after giving adequate notice to the Owner of the need for the maintenance, repair, repainting, or replacement, may enter onto the Lot and perform such maintenance, repair, repainting, or replacement. The Homes Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Lot and shall be a special assessment against and lien upon the Lot until paid by the Owner.

3. If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, or any committee, or any individual director, officer or committee member of the Homes Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, Board, or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees and court costs. Such recovery right shall constitute a special assessment against the Owner's Lot and shall be enforceable against such Lot as provided herein.

4. Each special assessment shall be due and payable upon the Homes Association giving notice of the assessment to the Owner of the Lot.

ARTICLE VI. DELINQUENT ASSESSMENTS

1. Each assessment regarding a Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Homes Association on the Lot against which it is levied as soon as the assessment becomes due. Should any Owner fail to pay any assessment with respect to the Owner's Lot in full within 30 days after the due date thereof, then such assessment shall be delinquent, the Owner shall be charged a late fee of 5% of the unpaid amount and the unpaid amount shall bear interest at the rate of 10% per annum (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent assessment and the lien on the Lot. Should the Homes Association engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner of the Lot at the time when the assessment became due.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such assessments to the extent applicable to periods prior to the entry of the order allowing such foreclosure or the execution of a deed in lieu thereof but shall not release such Lot from liability for any assessment applicable to periods thereafter. If the Owner subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

3. Payment of a delinquent assessment with respect to a Lot may be enforced by judicial proceedings against the Owner personally and/or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the Recording Office, and/or the office of the Clerk of the District Court for Douglas County, Kansas, whenever any assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$150.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

5. The Homes Association may cease to provide certain services (including use of Common Areas) and may suspend an Owner's right to vote on financial issues during any period that the Lot is delinquent on the payment of an assessment due under this Declaration, and no such cessation of use privileges or services shall result in a reduction of any amount due from the Owner before, during or after such Cessation. No Owner may waive or otherwise avoid liability for any assessment by not using any common areas or declining any services provided through the Homes Association.

6. No claim of the Homes Association for assessments and charges shall be subject to setoffs or counterclaims made by any Owner.

ARTICLE VII. LIMITATION ON EXPENDITURES

Except for matters contemplated in Section 2 of Article III above, the Homes Association shall at no time expend more money within any one year than the total amount of the applicable assessments for that particular year, plus any applicable surplus and available reserves which it may have on hand from prior years. The Homes Association shall not have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for (i) contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years, and (ii) matters contemplated in Section 2 and Section 3 of Article III above.

ARTICLE VIII. NOTICES

1. The Homes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Homes Association may be transacted.

2. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the Owner at the address of the Lot. Notice to one co-Owner shall constitute notice to all co-Owners.

ARTICLE IX. EXTENSION OF DISTRICT

The Developer and, if applicable, Additional Developer, shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the existing District and to the operation of the provisions of this Declaration other adjacent or nearby lands (regardless of whether the additional property is part of the property platted as Westwood Hills or is known by a name other than Westwood Hills) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such additional property to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof. Such written instrument shall designate whether such additional property is part of the Single Family Lots, designate any Villas Lots, designate any areas that are District Common Areas and designate any Additional Developer; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable, as solely determined by the Developer and, if applicable, Additional Developer, in their absolute discretion.

ARTICLE X. AMENDMENT AND TERMINATION

1. A resolution adopting a proposed amendment may be proposed by either the Board or by any six (6) members of the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Any amendment of this Declaration shall require the approval of the owners of at least two-

thirds (2/3) of the Lots within the Association. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President and Secretary of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the office of the Register of Deeds of Douglas County, Kansas. The provisions of this Declaration may be terminated by following the same procedure set out above; however, any termination shall require the approval of at least ninety percent (90%) of the members of the Association.

2. Anything set forth in Section 1 of this Article to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) either the Veteran's Administration or the Federal Housing Administration or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the District or any part of the District or any Lot in the District, for federally-approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the District, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, (iv) the Developer desires to reclassify any Lot as being a Single Family Lot, or (v) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the District. No such amendment by the Developer shall require the consent of any Owner or Additional Developer.

3. If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual signing this Declaration on behalf of the Developer or the now-living children and grandchildren of the individual signing this Declaration on behalf of the Developer as of the date of such execution.

ARTICLE XI. ASSIGNMENT

1. The Developer and each Additional Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer or the Additional Developer (as the case may be), and upon such assignment the assignee shall then for any or all such purposes be the Developer or the Additional Developer (as the case may be) hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

2. The Homes Association shall have no right, without the written consent of the Developer, to assign, convey, or transfer all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

ARTICLE XII. COVENANTS RUNNING WITH THE LAND

1. All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of all parts of the District. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the provisions of this Declaration as applied to the Lot owned by such Owner. The provisions of this Declaration shall not benefit or be enforceable by any creditor of the Homes Association (other than the Developer or the Additional Developer) in such capacity as a creditor.

2. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation or default.

3. No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

ARTICLE XIII. SEVERABILITY AND GOVERNING LAW

1. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

2. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

ARTICLE XIV. COMMON AREAS

1. The Developer intends to construct and erect a swimming pool, cabana, parking lot, and other recreational facilities (collectively, the "Recreation Area") on a part of Lot 2 of Block One, Westwood Hills Third Plat and to make such facilities, and certain private lakes and walking paths, available for use by residents of the District as District Common Areas. The size and components of the Recreation Area and the private lakes, walking paths and other improvements on the District Common Areas shall be determined by the Developer in its absolute discretion.

2. When the Recreation Area is so constructed and made available for use by residents of the District, the following shall apply:

(a) On or prior to the Turnover Date, the Developer shall convey, without charge and free and clear of all mortgages, mechanic's liens or similar liens, title to the Recreation Area (or the completed portion thereof) to the Homes Association. Such title transfer shall be by special warranty deed. Thereafter, the Homes Association shall cause adequate property and liability insurance to be continuously maintained on the Recreation Area and, so long as the Developer or an Additional Developer owns any Lots in the District, cause the Developer and each Additional Developer to be named as an additional insured on such insurance coverage.

(b) At all times from and after its formation, the Homes Association shall pay (i) all operating expenses (as defined below) and (ii) all post construction capital expenditures (as defined below) relating to the Recreation Area. The Homes Association shall pay the amounts due from it under this subsection out of the assessments collected from the Owners of the Lots subject to this Declaration.

(c) For purposes hereof, the "operating expenses" of the Recreation Area generally has the meaning attributed thereto under generally accepted accounting principles, consistently applied, but shall not include (i) any costs of the Developer or any Additional Developer of acquiring, developing, improving, constructing or erecting the Recreation Area or the site on which such facilities are located, (ii) any depreciation or amortization of the costs described in clause (i) above, or (iii) any financing or debt service expenses related to the costs described in clause (i) above.

(d) For purposes hereof, "post construction capital expenditures" means any expenditures to be made or incurred after the initial completion (as specified by the Developer) of the Recreation Area for equipment, furniture, or other capital assets, including the expansion, addition or replacement of any equipment or facilities, and any other expenditures that would be capitalized under generally accepted accounting principles, consistently applied. All post construction capital expenditures shall be made at the discretion of the Homes Association.

(e) By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of a swimming pool and any diving board and/or slide that may be installed as part of the Recreational Area. The Developer, any Additional Developer and the Homes Association and the officers and directors of the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself or herself, the members of his or her family, guests and invitees, shall be deemed to have released and agreed never to make a claim against the Developer, any Additional Developer the Homes Association or any officer or director of the Homes Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the Recreational Area and such inherent risks and hazards, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

3. Subject to Section 2 above and Section 4 below, the Developer covenants and agrees to convey or cause to be conveyed, by special warranty deed, all of its and the Additional Developer's rights, title, and interest in the District Common Areas (except any part thereof that is within any Lot or outside of the District) to the Homes Association, without charge and free and clear of all mortgages, mechanic's liens or similar liens, at such time(s) as the Developer, in its absolute discretion, may determine, but in all events not later than one month after the Developer has recorded the Certificate of Substantial Completion. Notwithstanding the actual date of transfer, except as otherwise provided in an agreement with the Developer or an Additional Developer, the Homes Association shall at all times, from and after the date of its formation and at its expense, be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all District Common Areas (except any part thereof that is within any Lot and has not been landscaped or otherwise improved by the Developer or the Homes Association), subject to any control thereover maintained by any governmental authority, utility or similar person or entity Any transfer of

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 10th day of July, 2018 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kay Brada, known by me to be said person who executed the foregoing instrument of writing and such person duly acknowledged the same to be her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Danielle N. Davey
Notary Public

My Appointment Expires: 6/11/2018.

EXHIBIT A

Lots 1 through 52 of Block One, Lots 1 through 25 of Block Two, and Tracts A, B, C and D, WESTWOOD HILLS, a subdivision in City of Lawrence, Douglas County, Kansas as amended and modified by the WESTWOOD HILLS 6th PLAT, Vol. 18, page 239 and any such additional and further amendments as properly filed with the Douglas County Register of Deeds;

Lots 3 through 51 of Block One, Lots 1 through 22 of Block Two, Lots 1 through 19 of Block Three, and Tracts A and B, WESTWOOD HILLS THIRD PLAT, a subdivision in City of Lawrence, Douglas County, Kansas, as amended and modified by the Lot Split for Lots 20 and 21, Block One, WESTWOOD HILLS THIRD PLAT, Vol. 17, page 754, the Lot Split for Lots 30 and 31, Block One, WESTWOOD HILLS THIRD PLAT, Vol. 17, page 867, Minor Subdivision for Lot 10A, Block One, WESTWOOD HILLS THIRD PLAT, Vol. 18, page 205; WESTWOOD HILLS 4th PLAT, Vol. 17, page 796, WESTWOOD HILLS FIFTH PLAT, Vol. 18, page 110; WESTWOOD HILLS 7th PLAT, Vol. 18, page 643; and any such additional and further amendments as properly filed with the Douglas County Register of Deeds;

A portion of Lot 2, Block 1, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, described as follows: Beginning at a point on the West line, 213.43 feet South of the Northwest corner of said Lot 2; thence North 87°53'05" East, 107.52 feet; thence on a 55.00 foot radius curve to the left with a 37.86 foot chord bearing South 52°34'15" East, an arc distance of 38.66 feet; thence South 15°45'40" East, 33.69 feet; thence South 85°50'44" West, 144.76 feet to the West line of said Lot 2; thence North 02°06'55" West, along said West line 62.00 feet to the point of beginning;

306 North Parker Circle, Westwood Hills Townhomes, Phase Two, City of Lawrence, Douglas County, Kansas, as shown on the recorded plat thereof;

309 North Parker Circle, Westwood Hills Townhomes, Phase One, City of Lawrence, Douglas County, Kansas, as shown on the recorded plat thereof;

311 North Parker Circle, Westwood Hills Townhomes, Phase One, City of Lawrence, Douglas County, Kansas, as shown on the recorded plat thereof;

313 North Parker Circle, Westwood Hills Townhomes, Phase One, City of Lawrence, Douglas County, Kansas, as shown on the recorded plat thereof;

315 North Parker Circle, Westwood Hills Townhomes, Phase One, City of Lawrence, Douglas County, Kansas, as shown on the recorded plat thereof;

317 North Parker Circle, Westwood Hills Townhomes, Phase One, City of Lawrence, Douglas County, Kansas, as shown on the recorded plat thereof;

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a Subdivision in the City of Lawrence, in Douglas County, Kansas, described as follows:

Beginning at the Northwest Corner of said Lot 2, Block One thence N88°07'45"E along the north line of Lot 2 a distance of 122.68 feet, thence N80°12'15"E, 114.28 feet, thence S19°52'33"W,

161.14 feet, thence on a curve to the left having a radius of 55.00 feet a chord bearing of S38°43'10"W a chord length of 104.10 feet and an arc length of 136.61 feet, thence S87°53'04"W, 107.52 feet to the west line of Lot 2, thence along the West Line of Lot 2 at N02°06'55"W, 213.43 feet to the point of beginning, containing 0.835 acres more or less;

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a Subdivision in the City of Lawrence, in Douglas County, Kansas, described as follows:

Beginning at the Northeast Corner of said Lot 2, Block One thence S27°57'59"E, 241.61 feet, thence S12°16'52"E, 214.77 feet, thence S0°00'00"E, 87.11 feet, thence N31°59'46"E, 118.50 feet, thence S00°00'28"W, 115.50 feet, thence S22°48'42"W, 69.96 feet, thence S33°36'54"W, 275.67 feet, thence N66°37'16"W feet, thence S52°48'22"W, 55.82 feet, thence S35°55'02"W, 50.62 feet, thence N54°04'58"W, 47.70 feet, thence on a curve to the left having a radius of 230.00 feet a chord bearing of N50°58'06"E a chord length of 137.20 feet and an arc length of 139.32 feet, thence N33°36'54"E, 210.24 feet, thence on a curve to the left having a radius of 330.00 feet a chord bearing of N15°44'59"E a chord length of 202.47 feet and an arc length of 205.79 feet, thence N02°06'55"W, 210.89, thence on a curve to the left having a radius of 180.00 feet a chord bearing of N15°06'39"W a chord length of 80.96 and an arc length of 81.65 feet, thence on a curve to the left having a radius of 55.00 feet chord bearing S55°25'58"W a chord length of 60.55 feet and an arc length 281.46 feet, thence on a curve to the right having a radius of 120.00 feet a chord bearing of S13°31'31"E a chord length of 47.48 feet and an arc length of 47.79 feet, thence S02°06'55"E, 56.27 feet, thence N90°00'00"W 144.55 feet, thence on a curve to the left having a radius of 205.00 feet a chord bearing of S76°20'18"W a chord length of 96.84 feet and an arc length of 97.76 feet, thence N35°44'19"W, 12.41 feet, thence on a curve to the right having a radius of 70.00 feet a chord bearing of N25°44'59"W a chord length of 24.28 feet and an arc length of 24.41 feet, thence N15°45'40"W, 38.33 feet, thence on a curve to the left having a radius of 55.00 feet a chord bearing of N14°28'20"W a chord length of 90.82 feet and an arc length of 106.85 feet, thence N19°52'33"E, 161.14 feet, thence along the north line of 2, Block One N80°12'16"E, 114.19 feet, thence N61°03'53", 222.72 feet to the point of beginning, containing 5.050 acres more or less;

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a Subdivision in the City of Lawrence, in Douglas County, Kansas, described as follows:

Commencing at the Northwest Corner of said Lot 2, Block One, thence extending along the west line of Lot 2 thereof S02°06'55"E a distance of 691.30 feet, thence N87°53'05"E, 66.72 feet to the point of beginning, thence S68°44'30"E, 105.36 feet, thence N32°09'46"E 196.56 feet, thence N68°44'30"W, 144.82 feet, thence on a curve to the left having a radius of 380.51 feet a chord bearing of N18°50'30"E a chord length of 67.43 feet and an arc length of 67.52 feet, thence N13°45'13"E, 11.67 feet, thence on a curve to the right having a radius of 145.00 feet a chord bearing of N51°52'36"E a chord length of 179.03 feet and an arc length of 192.96 feet, thence N90°00'00"E, 146.76 feet, thence S02°06'55"E, 94.57 feet, thence on a curve to the right having a radius of 270.00 feet a chord bearing of S15°44'59"W a chord length of 165.66 feet and an arc length of 168.37 feet, thence S33°36'54"W, 210.24 feet, thence on a curve to the right having a radius of 170.00 feet a chord bearing of S68°40'57"W a chord length of 195.34 feet and an arc length of 208.09 feet, thence on a curve to the right having a radius of 70.00 feet a chord bearing of N31°41'56"W a chord length of 98.22 feet and an arc length of 108.86 feet, thence N12°51'08"E, 51.39 feet to the point of beginning, containing 2.466 acres more or less; and

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a Subdivision in the City of Lawrence, in Douglas County, Kansas, described as follows:

Commencing at the Northwest corner of said Lot 2, Block One, thence extending along the west line of Lot 2 thereof S02°06'55"E a distance of 550.66 feet to the point of beginning, thence S73°47'59"E, 46.77 feet, thence on a curve to the left having a radius of 380.04 feet a chord bearing of S17°54'47"W a chord length of 67.04 feet and an arc length of 67.13 feet, thence S12°51'08"W, 100.52 feet, thence on a curve to the left having a radius of 130.00 feet a chord bearing of S1°22'36"W a chord length of 51.73 feet an arc length of 52.08 feet; thence on a curve to the left having a radius of 50.00 feet a chord bearing of S82°37'37"W a chord length of 76.87 feet and an arc length of 87.68 feet, thence S87°51'26"W, 8.48 feet, thence N07°16'14"E, 253.85 feet, thence S73°47'59"E, 54.04 feet to the point of beginning, containing 0.438 acres more or less.