

**WESTWOOD HILLS**  
**AMENDED DECLARATION OF RESTRICTIONS**

THIS AMENDED DECLARATION is made as of the 10<sup>th</sup> 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, plat of the subdivision known as “Westwood Hills”, which plats include the following described lots and tracts:

[Attached hereto as “Exhibit A”]

WHEREAS, Developer as the present owner and developer of the above-described property, desires to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer and all of said restrictions shall be for the use and benefit of Developer and its future grantees, successors and assigns:

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For the 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) “Approving Party” means the Board (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

(c) “Architectural Committee” means committee comprised of at least three (3) members of the Homes Association residing in the Subdivision, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the other provisions of Section 14 below).

(d) “Board” means the Board of Directors of the Homes Association.

(e) “City” means the City of Lawrence, Kansas.

(f) "Common Areas" means (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision, (ii) all Landscape Easements, (iii) all Green Areas (iv) all Private Lakes , and (v) all similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision, whether or not any "Common Area" is located on any Lot.

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

(h) "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.

(i) "Exterior Structure" means any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof and shall include without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, fence, patio wall, privacy screen, boundary wall, patio enclosure, tennis court, basketball or other sport court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, antennae, flag pole, birdhouse, jungle gym, swing set, trampoline, sand box, playhouse, tree house, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard décor.

(j) "Green Areas" means Tracts A, B, C, and D, Westwood Hills and Tracts A and B of Westwood Hills Third Plat (as they may be subsequently reconfigured and/or replatted) and such other areas as may be specified by the Developer, Additional Developer or the Board as being a Green Area above (including any improvements constructed thereon by or for the Developer or the Homes Association) and all similar areas that may be platted in the Subdivision as a tract and not as a residential lot.

(k) "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.

(l) "Landscape Easements" means all areas shown on any plat of the Subdivision as being an "L/E" area. Each Landscape Easement shall constitute an easement in favor of a developer and the Homes Association for the purpose of erecting, constructing, planting, maintaining and replacing fences, trees, shrubs, flowers and irrigation systems for the use, benefit and enjoyment of all Owners in the area. The rights of the Developer in such easements shall automatically terminate upon filing of the Certificate of Substantial Completion.

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

(n) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(o) "Private Lakes" means any lakes and ponds that may be located on the Green Areas.

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

(q) "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.

(r) "Subdivision" means all of the above-described lots in Westwood Hills, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(s) "Sunrise Lots" means Lots 1 through 52 of Block One and Lots 1 through 25 of Block Two, Westwood Hills, and such other Lots as may be specified by the Developer Additional Developer or the Board in writing as being a Sunrise Lot.

(t) "Sunset Lots" means Lots 2 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 as being a Sunset Lot.

(u) "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, Third Plat, and such other Townhome Tracts as may be specified by the Developer, Additional Developer or the Board in writing are Townhome Units.

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

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation,

temporarily or permanently; nor shall any residence of temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent builders and real estate brokerage companies) authorized by the Homes Association from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes during the development and build out of the Subdivision and other subdivisions in the area.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, wood paneling, innerseal or wood lap siding, plate glass, glass blocks, or any combination thereof, and other materials expressly approved by the Architectural Committee. No columns on porches shall mount directly into porch soffit. Window grids are required on all windows that face or front a street. All windows and exterior doors shall be constructed of glass, wood, vinyl, metal clad or vinyl clad, or any combination thereof. No windows or exterior doors may be silver or other bright finish. Roofs shall be covered with composition shingles or other materials, all of the specific types and colors approved by the Architectural Committee in writing. Notwithstanding the foregoing provisions in this Section 3 requiring and prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, determined by the Approving Party in its absolute discretion, shall be acceptable upon written approval by the Approving Party in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Approving Party shall have the right, in its absolute discretion to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, and similar components) shall be covered with a workmanlike finish of high quality paint or stain. No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than five months after commencement of construction.

(c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues shall be capped with a black or color-conforming metal rain cap.

(e) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line. Any walking paths or trails constructed by a developer, builder, Owner, or the Homes Association must be reviewed and approved in writing by the Approving Party.

(f) All residences shall have at least a two-car garage. No carports are permitted.

4. Minimum Floor Area. No residence shall be constructed upon any Sunset Lot unless it has a total finished floor area of at least fourteen hundred fifty (1,450) square feet on the main level. No residence shall be constructed upon any Sunrise Lot unless it has a total finished floor area of at least seventeen hundred fifty (1,750) square feet on the main level or a total of nineteen hundred fifty (1,950) square feet on the main and upper levels if a two story or story and a half. Total finished floor area shall not include any basement or other level below the main level, any garage, any attic or any unfinished area.

5. Approval of Plans; Post-Construction Changes; Grading

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, site plan, lot grading plan, general landscaping plan, and exterior color scheme (all as and when may be required by the Architectural Committee for each particular stage of construction) have been submitted to and approved in writing by the Architectural Committee. No change or alteration in such building plans, specifications, exterior materials, location, site plan, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the Architectural Committee.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Architectural Committee.

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City; any related grading plan furnished by a developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Homes Association and the Architectural Committee shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Homes Association or Architectural Committee not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or any subsurface matter. The Homes Association and Architectural Committee do not represent or guarantee to any Owner or other person that any grading plan for the Lots the Home Owners Association or Architectural Committee or any engineer or other party may approve or supply

shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) During the construction of the residence and improvements on such Lot, the Owner shall install and maintain in good condition at all times all silt fencing and other erosion control devices as may be required by the City and shall promptly remove the same once the growth of sod or other ground cover allows such removal under applicable City ordinances and regulations.

(e) All site preparation, including, but not limited to tree removal, excavation, grading, rock excavation/removal, hauling and piling, etc., shall be at the sole expense of the Owner or builder.

(f) Approval of plans or specifications by the Homes Association or Architectural Committee is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.

6. Set Backs. No residence shall be constructed upon any Sunrise Lot unless it has at least a seven and one half (7 ½) feet set back from the side boundary. No residence shall be constructed upon any Villas Lot unless it has at least a five (5) feet set back from the side boundary. No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Approving Party shall have the right to decrease, from time to time and in its absolute discretion, the set back lines for a specific Lot to the extent they are greater than the minimum set backs required by the City, by filing an appropriate instrument in writing in the Recording Office.

7. Commencement and Completion of Construction Unless the following time periods are expressly extended by the Architectural Committee in writing, construction of the residence on a Lot shall be commenced within three months (3) following the approval of the Architectural Committee shall be completed within twelve (12) months after such construction commencement. In the event such construction is not commenced within such three (3) month period, (or extension thereof, if any), the approval shall be deemed expired and plans shall be resubmitted prior to construction.

8. Exterior Structures

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, site plans, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner

to install or maintain any specific Exterior Structures, and the Homes Association or Architectural Committee, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such other compliance.

(b)(i) Only wood or wrought iron (or similar decorative) fences or privacy screens in the specific styles and colors approved by the Architectural Committee shall be permitted on the Lots. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. All fences and privacy screens shall be constructed with the finished side out. No chain link, wire or similar fence shall be permitted. Only wood fences approved by the Architectural Committee shall be permitted around patio areas. No fence may be installed in any Green Area, unless installed by a developer with approval of the Approving Party. Unless and until otherwise specifically approved in writing by the Architectural Committee or the Homes Association, (A) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Architectural Committee), (B) no fence shall be constructed or maintained on any Lot more than one (1) foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence, (C) all fences must be joined to or abutting any previously existing fences on adjacent Lots, and (D) all fences shall be stair-stepped to follow the grade of the Lot. Privacy fences around hot tubs must be approved by the Architectural Committee prior to construction.

(ii) All basketball goals shall be permanently installed, freestanding and not attached to the residence. All backboards shall be transparent or painted white and all poles shall be a neutral color or black. There shall be only one (1) basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lot and the Owners.

(iii) Except where specifically authorized by the Homes Association or the Architectural Committee in writing, all recreational or play structures shall be made of materials approved in writing by the Architectural Committee and (other than basketball goals) shall be located behind the rear corners (as determined by the Architectural Committee) of the residence.

(iv) No aboveground type swimming pools shall be permitted. All swimming pools shall be fenced and all hot tubs shall be fenced or other wise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(v) The following Exterior Structures shall be prohibited: animal runs, trampolines, portable basketball goals, courts, paddle tennis courts, sport courts, tree houses, batting cages, detached greenhouses and other detached outbuildings.

(vi) All outside dog houses shall be located in the back yard near the residence, shall be painted or stained (where appropriate) the same color of the residence, and shall have roofs that are the same as for the residence.

(vii) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

(c) No fence, boundary wall or other Exterior Structure installed by or for the Developer/or the Homes Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Homes Association.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his/her residence in accordance with the applicable ordinances of the City.

(b) No noxious activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; no shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his/her Lot in neat, clean and orderly fashion. Each residence and Exterior Structure shall be kept and maintained by the Owner in good condition and repair at all times. Each residence shall be repainted by the Owner as needed to maintain the exterior of the residence to the standards of the neighborhood, as determined by the Architectural Committee. Any exterior color change must be approved in advance in accordance with Section 5 (b).

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Overnight parking of motor vehicles, boat or other trailers, or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (f) below, no vehicle (other than an operable passenger automobile, passenger van or small truck) commercial truck, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

(e) Trucks or commercial vehicles with gross vehicle weight of twelve thousand (12,000) pounds or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed.

(f) Recreational motor vehicles of any type or character are prohibited except:

(i) When stored in an enclosed garage;

(ii) Temporary parking for the purpose of loading an unloading (maximum of one overnight every 14 days); or



(iii) With prior written approval of the Homes Association.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Homes Association shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum thirty-nine (39) inches in diameter) may be installed, with the prior written consent and in accordance with the requirements of the Approving Party, so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners. Solar panels may be permitted, but any such installation must be reviewed and approved by the Architectural Committee and must adhere to any rules or regulations adopted by the Homes Association pertaining to such installations.

(h) Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white (clear) and not colored.

(i) No garage sales, sample sales or similar activities shall be held within the Subdivision without the prior written consent of the Homes Association.

(j) No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(k) All residential service utilities shall be underground, except with the approval of the Architectural Committee.

(l) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted by the Owner to remain in damaged condition for longer than three (3) months (except with the specific written consent of the Board).

(m) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened with materials and in a manner approved by the Architectural Committee as otherwise authorized herein.

(n) No underground fuel storage tanks of any kind shall be permitted.

(o) No sign, advertisement or billboard may be erected or maintained on any Lot except that:

(i) One (1) sign not more than eighteen (18) inches tall by twenty-four (24) inches wide may be maintained offering a residence for sale. For newly constructed homes offered for sale, a real estate brokerage sign and a separate sign for the builder may be used.

(ii) One garage sale sign not more than eighteen (18) inches tall by twenty-four (24) inches wide is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are removed within two hours after the close of the sale.

(iii) One political sign per candidate or issue not more than eighteen (18) inches high or twenty-four (24) inches wide is permitted on the Lot for up to three (3) weeks before the election and must be removed within twenty-four (24) hours after the election.

(p) No signs offering a residence for rent shall be allowed in the Subdivision.

(q) No sign shall be placed or maintained in any Common Area without the approval of the Board.

(r) No trash, refuse, garbage, recycling can or receptacle, or yard waste bag shall be placed on any Lot outside a residence, except after 6:00 PM of the day before or upon the day for regularly scheduled trash, recycling or yard waste collection and except for yard waste bags placed in the back or side yard pending regularly scheduled trash, recycling, or yard waste collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomer or boarders (i.e. rental to one or more persons of a portion of a resident only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations, including, without limitation, the payment of dues, under this Declaration with respect to the Lot.

(u) The Homes Association Board may enforce the foregoing restrictions by levying fines or other enforcement charges, having vehicles towed away at the Owners' expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

10. Lawns, Landscaping and Gardens. Within 60 days after the issuance of a permanent or temporary certificate of occupancy for the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all time thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a native area with the express written approval of the Architectural Committee. No lawn shall be planted with zoysia grass. Buffalo and Bermuda grass are also explicitly prohibited. Within 60 day after the issuance of a permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision. All landscaping shall be installed in accordance with the landscaping plans approved by the Architectural Committee.

Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, each Lot shall have a sprinkler system installed (with a keyed control panel and water tap located outside the residence) covering the entire front, rear and side yards of the Lot. Each Owner shall use the sprinkler system as necessary or appropriate (as determined by the Board) during the late spring, summer and early fall months. The Homes Association shall be provided with a key to the control panel by the Owner and shall have the right to operate the sprinkler system if the Owner fails or refuses to do so as directed by the Board. No owner shall water the Lot such that there is significant runoff onto any adjacent Lot or Common Area.

Any Lots adjoining Common Areas may, at the discretion of the Board, be required to set sprinklers on said Lot to overspray Common Areas contiguous to said Lot.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Board, to assure such installation when weather permits.

All vegetable gardens shall be located behind the rear corners of the residence (as determined by the Architectural Committee) and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot, except with the prior written consent of the Architectural Committee.

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

A developer shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s) and location shall be selected by the developer in its absolute discretion. Each Owner shall properly water, maintain, and replace all trees and landscaping on

the Owner's Lot (including trees planted by or for the developer, but excluding those in a Common Area maintained by the Homes Association).

11. Easements for Public Utilities; Drainage; Maintenance. A developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines,, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and all rights-of-way shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Homes Association and maintaining any Common Area. A developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line.

## 12. Common Areas.

(a) The Developer and its successors, assigns and grantees, as Owners, and the Homes Association (and its members) shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title of each Lot. All such rights and easements shall be subject rights of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television, and other utility easements over, under, upon and through such Common Area, as provided in Section 11 above.

(c) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Board.

(d) Owners of Lots adjacent or nearby the Common Areas shall prevent erosion and pollutant discharges and runoff onto the Common Areas.

(e) The following rules, regulations and restrictions shall apply to the use of the Green Areas:

(i) No automobiles, motorcycles, all terrain vehicles, or other motorized vehicles or apparatus of any kind shall be allowed in the Green Areas except for parking in designated parking lots.

(ii) No refuse, trash, or debris shall be discarded or discharged in or about the Green Areas except in designated trash bins.

(iii) Access to the Green Areas shall be confined to designated Common Areas, except that owners of Lots adjacent to the Green Areas may have access to the area from their respective Lots.

(iv) The Homes Association shall have reasonable access through all Lots to the Green Areas for the purpose of maintenance and improvement thereof.

(f) The following additional rules, regulations and restrictions shall apply to the use of the Private Lakes:

(i) There shall be no cleaning of fish at the Private lakes or in any other Green Area.

(ii) No swimming or wading shall be allowed in any Private Lake.

(iii) No docks or other structures shall be built into or over any Private Lake other than by the Developer, the Homes Association or the City.

(iv) The Homes Association and the City shall have reasonable access through all Lots to the shore line for maintenance of the shore, lake and dam.

(g) The Homes Association shall have the right from time to time to make, alter revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

(h) A developer, in its discretion, shall have the right to reconfigure and/or replat all of any part of the Subdivision then owned by it with the approval of the Board including, without limitation, to make a part of a Common Area tract a part of Lot and vice versa. In addition, each of a developer and the Homes Association shall have the right to transfer to the City (with the City's consent), fee title to any or all of the Common Areas containing private

lakes, so that such Common Areas become public facilities rather than remain as private facilities. Notwithstanding any such transfer or title, the Homes Association may be required to maintain private lakes areas as if they were still owned by the Homes Association.

13. Architectural Committee.

(a) No more than two (2) members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee may be divided by the Board into two (2) classes with staggered two-year (2) terms.

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) The Architectural Committee shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their discretion, determine to be appropriate to establish and maintain the quality, character, and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, site plans, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions. Any written application complete with all required drawings and other information that is not acted upon by the Architectural Committee within thirty-five (35) days after the date on which it is filed shall be deemed to have been approved.

(d) Any applicant or any other person who is dissatisfied with a decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within seven (7) days after the date the Architectural Committee renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board may in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, site plans, lot grading plans, landscaping plans and use of any proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the Architectural Committee shall be final and conclusively binding on all parties and shall be deemed to be the decision of the Architectural Committee for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke

rule and regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment of a reasonable fee by the appealing party.

14. No Liability for Approval or Disapproval.

(a) Neither the Homes Association, nor any member of the Architectural Committee or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guideline or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, the Architectural Committee, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit or counterclaim or crossclaim, the Homes Association, the Board, or individual 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. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association and each member of the Architectural Committee (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

16. Covenants Running With Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. 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 agreements, restrictions and reservations set forth herein as applied to the Lot owned by such an Owner. No agreement, restriction, reservation or provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during his ownership; provided, however, that (i) the immediate guaranteed from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot and (ii) an Owner shall be personally responsible for any breach committed to by any prior Owner of the

Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions herein set forth, in addition to any action at law for damages. To the extent permitted by law, if the Developer or the Homes Association shall be successful in obtaining a judgment or consent decree in any such court action, the Developer and/or Homes Association shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Homes Association with respect to such action.

Whenever the Board determines that a violation of the Declaration has occurred and is continuing with respect to a Lot, the Homes Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of 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.

No waiver of any violation 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 right or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation shall constitute and be deemed as a waiver of such violation by all other persons and entities.

16. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer 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, and upon such assignment, the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. 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 of the Developer hereunder.

17. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2032, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least ninety percent (90%) of the Lots within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2032, or the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office, an appropriate



agreement in writing for such purpose, at least one year prior to December 31, 2032, or to a subsequent expiration date, which is applicable. The provisions of this Declaration may be amended or modified as follows: a resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association 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 members of 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.

(b) Anything set forth in this Section to the contrary notwithstanding, the Board shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to 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 of such agency of the Subdivision or any part of the Subdivision or any Lot in the Subdivision, for federally-approved mortgage financing purposed under applicable Veteran's Administration or 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 Subdivision or any other area (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Board, or (iv) such action is appropriate, in the Board's discretion, in connection with a replat of all or any part of the Subdivision.

(c) 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 person signing this Declaration on behalf of the Developer or the now-living children and grandchildren of the individuals signing this Declaration on behalf of the Developer as of the date of such execution.

18. Extension of the Subdivision. The shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands by executing, acknowledging and recording in the Recording Office a written instrument subjecting such land to all of the provisions hereof as though such land had been originally described herein an subjected to the provisions hereof; 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 in its discretion.

19. Severability. 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.

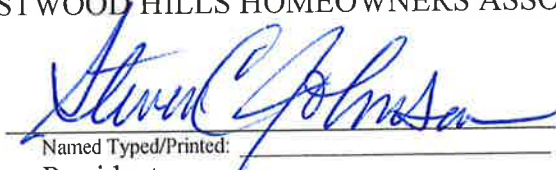
20. Governing Law. This Declaration shall be governed by the laws of Kansas.

21. Commercial Area. Lot 1 of Block One of Westwood Hills Third Plat is an area of approximately three acres that the Developer presently owns and which the Developer intends to be developed as a neighborhood commercial center (the "Non-Residential Area"). Any application for any zoning change, special use permit, development plan approval or similar governmental approval for the use of the Non-Residential Area is subject to the express approval of the Board of Directors. By acceptance of a deed to a Lot, each Owner, for himself or herself and each family member, agent, tenant, assign and grantee of the Owner, hereby consents to future development of the Non-Residential Area consistent with the limited uses of the Planned Commercial District zoning as set forth in Ordinance 7494 passed on February 19, 2002 and to the construction of all improvements proposed to be developed by the Developer or its assigns thereon, which are expressly approved by the Board of Directors. Nothing about this section shall impair or inhibit the Board of Directors' or each Owner's ability to object to any application for any zoning change, special use permit, or other development plan which is inconsistent with the current zoning.

IN WITNESS WHEREOF, the President and Secretary of the Board of Westwood HOA, Inc., have caused this Amended Declaration of Restrictions to be duly executed the day and-year first above written.


WESTWOOD HILLS HOMEOWNERS ASSOCIATION

By:

  
Named Typed/Printed: \_\_\_\_\_

President

By:

  
Named Typed/Printed: \_\_\_\_\_

Secretary

STATE OF KANSAS            )  
  )  
  )            ss:  
COUNTY OF DOUGLAS    )

BE IT REMEMBERED, that on this 10<sup>th</sup> day of July, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Steven Johnson, known by me to be said person who executed the foregoing instrument of writing and such person duly acknowledged the same to be his 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.



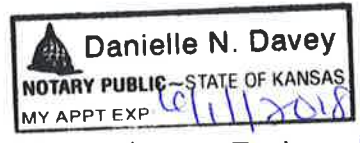
[Signature]  
Notary Public

My Appointment Expires: 6/11/2018.

STATE OF KANSAS            )  
  )  
  )            ss:  
COUNTY OF DOUGLAS    )

BE IT REMEMBERED, that on this 10<sup>th</sup> day of July, 2015, 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.



[Signature]  
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 6<sup>th</sup> 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 4<sup>th</sup> PLAT, Vol. 17, page 796, WESTWOOD HILLS FIFTH PLAT, Vol. 18, page 110; WESTWOOD HILLS 7<sup>th</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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.