



Sedgwick County
Register of Deeds - Bill Meek
DOC #/FLM-PG: 28694094
Receipt #: 1591819
Pages Recorded: 2
Recording Fee: \$12.00

Cashier Initials: DH
Authorized By:
Date Recorded: 7/19/2005 11:05:35 AM



PROVISIONS FOR MAINTENANCE OF A LAKE AREA

These Provisions For Maintenance Of A Lake Area ("Document") is made and entered this 16 day of July, 2005, by JJSV, L.L.C., a Kansas limited liability company ("JJSV").

WHEREAS, JJSV is the owner of Lots 4-18, inclusive, and Lots 25 and 26, Springcreek 6th Addition, Derby, Sedgwick County, Kansas (collectively the "Lots" and singularly a "Lot"); and

WHEREAS, a pond (the "Pond") currently exists on portions of the Lots and on other residential lots in the vicinity thereof; and

WHEREAS, JJSV wishes to establish certain maintenance covenants as provided herein.

NOW, THEREFORE, for good and valuable consideration JJSV hereby covenants for itself and all future owners of the Lots, as follows:

1. The owner of each Lot shall, from and after the date a residence is constructed on such owner's Lot, install and operate a water sprinkler system, seed or sod grass, mow and otherwise maintain in a good, sightly condition, a lawn area on such Lot to the water's edge of the Pond in a good, sightly condition.

2. If, at anytime the homeowners' association applicable to the Lots determines that any owner of any Lot shall have failed to comply with its maintenance duties as provided herein, and any such owner fails to comply with such maintenance obligation after fifteen (15) days written notice to such owner, such association shall have the right through its contractors and representatives to enter upon the Lot in question and install a water sprinkler system, seed or sod grass, mow or otherwise maintain such area as required herein, and thereupon the owner of such Lot shall pay such association for the cost thereof, together with an additional amount equal to twenty-five percent (25%) of such costs, within ten (10) days following demand therefor, which payment obligation shall be a binding, personal obligation of such owner and such association may establish

a special assessment and lien on such Lot for such costs and charge. Amounts required to be paid by an owner to the association hereunder which are delinquent shall accrue interest at the rate of ten percent (10%) per annum.

3. This Document shall run with the land and be binding upon successive owners of the Lots automatically without the necessity of any further instrument. This Document may not be amended or modified except by a written instrument executed by all of the owners of the Lots. This Document shall be governed by the laws of the State of Kansas.

Executed as of the day and year first above written.

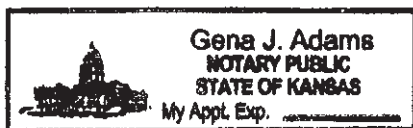
JJSV, L.L.C.

By: Steven J. Robl
Name: Steven J. Robl
Title: Manager

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 18TH day of July, 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Steven J. Robl, Manager of JJSV, L.L.C., a Kansas limited liability company, personally known to me to be the same person who executed the above and foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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



My appointment expires:

10/30/05

Gena J. Adams
NOTARY PUBLIC