



Sedgwick County
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**SECOND AMENDED
DECLARATION OF COVENANTS
OF
SPRINGCREEK 2ND ADDITION**

Know all men by these presents:

The undersigned, officers of Springcreek Homeowners Association, a Kansas Corporation, does hereby amend the Amended Declaration of Covenants of Springcreek 2nd Association which were filed of record with the Sedgwick County Register of Deeds on September 23, 1987, including all previous versions thereof, with this "Second Amended Declaration of Covenants of Springcreek 2nd Addition," effective as of the date of this filing. Having been served by mail and voted to approve by simple majority, the following Amendments have been approved by the homeowners and are incorporated into these Declaration of Covenants.

This Second Amended Declaration of Covenants of Springcreek 2nd Addition affect the following properties:

Lots 1 through 14, Block 1, Lots 1-20, Block 2, Lots 1 through 10, Block 9, Lots 1 through 73, Block 3, Lots 1 through 15, Block 4, Lots 1 through 16, Block 5, Reserves A, Reserves B, and Reserve C, all in the Springcreek 2nd Addition, Derby, Sedgwick County, Kansas,

does hereby impose the following protective restrictions and covenants upon the above described real estate and they shall be filed for record in the office of the Register of Deeds of Sedgwick County, Kansas; and each and every one of these covenants, conditions, reservations, and restrictions is and all are for the benefit of each owner of land, or any interest therein, and shall inure to and pass with each and every Building lot, and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon the lots and blocks above described, and all are to be construed as restrictive covenants running with the title to such lots.

1. **Definition of Terms:** (a) "Building lot" shall mean any lot, or two or more contiguous lots, upon which a Dwelling unit, with appurtenances, may be erected in conformance with these covenants.
(b) "Dwelling unit" shall mean and include one integral unit, with appurtenant structures, designed and constructed for use as a residence for one family with a private garage.
(c) "Governing Body" shall include the City of Derby, County of Sedgwick or such other authority established by law.
(d) "Improvement" shall mean and include a new Dwelling unit as herein defined, accessory structures, fences, walls, hedges, bushes, trees, other landscaping, and other usual appurtenances now common to dwelling usage.
(e) "Declarant" shall mean Springcreek, Inc., a Kansas Corporation, its successors and assigns.
(f) "Property" means all property described as Springcreek 2nd Addition, Derby, Sedgwick County, Kansas.
(g) "Common Area" shall mean that portion of the property to be owned by the Homeowners Association, described as follows: Reserves A, Reserve B and Reserve C, Springcreek 2nd Addition, Derby, Sedgwick County, Kansas.
(h) "Homeowners Association" shall refer to Springcreek Homeowners Association, a Kansas non-profit corporation, its successors and assigns.
2. All Building lots are for residential purposes only. No retail, wholesale, manufacturing or repair business of any kind, nor so-called home occupations, nor any other business or profession shall be maintained, practiced or permitted on any Building lot or in any Dwelling unit or appurtenant structure erected on any Building lot, nor in any other out-building, even though it does not include the employment of any additional persons in the performance of such business, trade or profession. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any Building lot or in any Dwelling unit or appurtenant structure erected thereon. Notwithstanding the foregoing, Declarant may construct and install entrance treatments, fences, and walls on Building lots owned by Declarant or in Common areas.
3. No building lot may be divided into more than one building site, but more than one Building lot may be used as a building site for one Dwelling unit.
4. No trash or other refuse may be placed on a Building lot or into any body of water on the Property. No building materials may be placed or stored on a Building lot more than thirty (30) days before the construction of a Dwelling unit begins or more than thirty (30) days after construction of a Dwelling unit is completed.
5. All Dwelling units, any remodeling thereto, and all other structures or Improvements upon Building lots must be constructed by a licensed contractor.
6. No commercial vehicles, boats, boat trailers, house trailers, campers, camper trailers, inoperable vehicles, or other similar items may be placed or stored on a Building lot unless in a completely enclosed structure that complies with these covenants.

7. Motor scooters, mini-bikes and similar vehicles may be operated for transportation only. No joy riding on streets, Building lots, or Common areas is permitted.
8. No livestock, chickens, fowls, or other animals other than the usual and ordinary family pets may be kept on a Building lot.
9. No sign may be placed on a Building lot, except for not more than one sign not more than eight square feet in area used solely to advertise the Building lot for sale.
10. No external television or radio antenna may be placed on a Building lot. Satellite dish installation is permitted with the following conditions: the dish is not more than 20" in diameter, the installation location is not on the front side of the house, and that the installation is made by a licensed contractor.
11. All electric, telephone and cable television lines must be placed underground. Overhead electric lines may serve lighting of streets, Common areas, and Improvements under construction.
12. The lake may be used by owners of the following Building lots in Block 3 of the Property: Lots 1-5, 17-26, 27-31, 33, 34, 42-73. Owners of these Building lots are granted an easement to go and be upon the entire lake for boating purposes and shall have the exclusive right to fish in the lake from a boat. No boat used on the lake may be powered by a motor except an electric trolling motor with a thrust of no more than 15 pounds. Neither Declarant, the Homeowners Association, nor any Building lot owner is liable for any loss or damage to any person while the person is on the lake. The owners of Lot 1, Block 3 and Lot 2, Block 3 have a perpetual easement for transporting a boat to and from the lake over that portion of Lot 73, Block 3 designated as in the floodway on the final plat of Springcreek 2nd Addition. The owners of Lot 3, Block 3 and Lot 4, Block 3 have a perpetual easement for transporting a boat to and from the lake over that portion of Lot 72, Block 3 designated as in the floodway on the final plat of Springcreek 2nd Addition. The owners of Lot 5, Block 3 have a perpetual easement for transporting a boat to and from the lake over the western-most 50 feet at the back of both Lot 17, Block 3 and Lot 18, Block 3. The owners of Lot 17, Block 3 have a perpetual easement for transporting a boat to and from the lake over that portion of Lot 18, Block 3 designated as in the floodway on the final plat of Springcreek 2nd Addition. The owners of Lot 27, Block 3 have a perpetual easement for transporting a boat to and from the lake over the western-most 30 feet at the back of Lot 28, Block 3. The owners of Lot 42, Block 3 have a perpetual easement for transporting a boat to and from the lake over that portion of Lot 43, Block 3 designated as in the floodway on the final plat of Springcreek 2nd Addition. The easements specified in this paragraph, including the benefits and burdens, run with the land and are binding upon and enure to the benefit of successors and assigns of the owners described herein.
13. Building lot owners entitled to use the lake as described in paragraph 12 shall insure the proper water level in the lake is maintained, chemically treat the water to prevent algae or bacteria, and otherwise maintain the lake as necessary.

14. The Architectural Control Committee consists of three individuals appointed by the Board of Directors of the Homeowners Association. A majority vote of the individuals on the Architectural Control Committee is binding. If an individual on the Architectural Control Committee dies or resigns, a majority of those remaining on the committee may designate a replacement. If there is a complete vacancy on the Architectural Control Committee with no remaining individuals on the Committee or if remaining individuals on the Committee do not fill a vacancy on the Committee within thirty days after a vacancy is created, the vacancy or vacancies may be filled by the Board of Directors of the Homeowners Association. The Board of Directors of the Homeowners Association may remove any individual or individuals on the Architectural Control Committee at will.
15. No Dwelling unit or Improvement (including fences, walls, and landscaping) may be constructed or placed on any Building lot and no existing Dwelling unit or Improvement may be altered unless the Dwelling unit, Improvement, or alteration thereof is approved in writing by the Architectural Control Committee. The Architectural Control Committee shall require submission to it of plans and specifications for all Dwelling units and Improvements. The plans and specifications for the Dwelling unit and Improvements must be submitted in whatever detail and form the Architectural Control Committee requires, but in any event must include two copies of each of the following: i) a plot plan showing the location of the Dwelling unit and Improvements on the Building lot; ii) Dwelling unit and Improvement plans showing the shape, dimensions, color scheme and kind of materials to be used in the Dwelling unit and Improvements; and iii) a finished grade plan for the Building lot. A Building lot owner is in violation of these covenants of any Dwelling unit or Improvement is constructed or placed on the owner's Building lot without written approval of the Architectural Control Committee.
16. The Architectural Control Committee may disapprove any plans and specifications for any reason at its sole discretion. The disapproval will be in writing and state the grounds for disapproval. Though the Architectural Control Committee may approve or disapprove plans at its complete discretion, generally the Architectural Control Committee shall not approve plans and specifications that provide for: a) roof materials other than wood shingles or 40-year Heritage II shingles, equivalent, or superior quality roofing material in weathered wood (grey) color only; b) Improvements which obstruct the sight lines of surrounding Building lot owners to a body of water, vegetation along Spring Creek, or other natural amenities; c) chain link fences; or d) any wharf, boat hoist, boat launching facility or similar structure visible from surrounding property. If the Architectural Control Committee does not approve or disapprove plans within sixty days after the date the plans are submitted to the Committee, such plans are deemed approved as submitted.
17. The Architectural Control Committee may not revoke written approval of plans and specifications with respect to the person submitting those plans for the particular Building lot on which the plans and specifications were approved. The Architectural Control Committee's written approval of any plans and


specifications does not constitute a waiver of the Committee's right or discretion to disapprove the same plans or any elements of those plans or elements thereof are subsequently submitted for use on any other Building lot. No individual on the Architectural Control Committee is liable to any Building lot owner for mistaken judgment or negligence in approving or disapproving any plans and specifications.

18. The Architectural Control Committee may keep one copy of all plans and specifications on which written approval was made. If the Architectural Control Committee approves a set of plans, the Architectural Control Committee shall return a copy of the approved plans and specifications along with the Architectural Control Committee's written approval to the person who submitted the plans for approval.
19. If a Building lot owner requests, when construction or alteration of a Dwelling unit or Improvement according to plans and specifications approved by the Architectural Control Committee is completed, the Architectural Control Committee shall provide to the Building lot owner a recordable certificate indicating that the Dwelling unit and/or Improvement complies with plans approved by the Committee. The Building lot owner must pay costs of preparing the certificate and costs of recording the certificate.
20. Any Building lot owner or the Homeowners Association may commence legal action against anyone violating or attempting to violate these covenants. Legal action may be commenced to enjoin or eliminate the violation or attempted violation. Legal action may be commenced to recover damages for a violation or attempted violation. Failure to enforce any covenant does not constitute a waiver of a Building lot owner's right or the Homeowners Association's right to enforce that covenant thereafter. Neither the Homeowners Association nor any Building lot owner is required to commence legal action or otherwise enforce these covenants even if a known violation exists.
21. The Homeowners Association may in writing notify a Building lot owner that the Building lot owner is violating a covenant. The Homeowners Association shall specifically state in the notification which covenant provisions are violated. If the Building lot owner does not extinguish the covenant violation within thirty days after the Homeowners Association sends notice of the violation by registered mail, then representatives of the Homeowners Association may enter upon the violator's Building lot and extinguish the violation. No Homeowners Association member is liable to any Building lot owner for damages from the extinguishment of a covenant violation. The Homeowners Association is not required to notify a covenant violator or extinguish any violation even if the Homeowners Association knows a violation exists.
22. Common areas will be deeded to the Homeowners Association and said deed shall be filed of record on or before fifty percent (50%) of the Building lots in Springcreek are sold by Springcreek, Inc.


23. The Homeowners Association shall maintain all Common areas. Upon failure of the Homeowners Association to properly and adequately maintain any part of the Common area within the development, the Governing Body may serve notice on the Homeowners Association of the failure of the Homeowners Association to so maintain, setting out the manner in which it has failed to perform, and granting the Homeowners Association ten days within which to perform all of the items designated in said notice. After ten days the Governing Body may enter upon the property to perform the work described in said notice, and the cost of such work performed by the Governing Body may be assessed against the property in the same manner as provided by law for such assessment and said assessment may be established as a lien upon the land. Should the Homeowners Association upon receipt of the notice, take exception to any deficiencies designated therein, the Homeowners Association may within the ten-day period appeal to the Derby, Kansas City Commission for a hearing on the propriety of the contents of the notice, and until said appeal is heard and determined, the Homeowners Association has no obligation to perform items designated in the Governing Body's notice.
24. These restrictive covenants shall run with the land and be binding upon all persons using, occupying or owning such property and their respective heirs, successors and assigns until the 1st day of January 2008, at which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of a majority in number of the then owners of the Building lots subject to these restrictions, as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part. If any Building lot is owned by more than one person, the owners of such a Building lot shall be collectively entitled to one vote.
25. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgement or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired in full force and effect.

IN WITNESS WHEREOF, we, the undersigned, have caused this instrument to be executed this eighteenth day of September, 2006.

SPRINGCREEK HOMEOWNERS ASSOCIATION



Danny Jakub, President



Chuck Schneider, Vice President



Pearl Sholts, Secretary