



Sedgwick County  
Register of Deeds - Tonya Buckingham  
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Cashier: jfisher  
Authorized By: *Tonya Buckingham*  
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AFTER RECORDING RETURN TO:  
Ron H. Harnden  
Triplett Woolf Garretson, LLC  
2959 N. Rock Rd., Suite 300  
Wichita, Kansas 67226

**ANNEXATION AND FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES  
FOR WATERMARKE VILLAS**

THIS ANNEXATION AND FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR WATERMARKE VILLAS ("Amendment") is made effective the 10 day of NOVEMBER, 2020, by R&R Realty, LLC, a Kansas limited liability company (hereinafter referred to as the "Developer").

RECITALS:

A. The Developer executed that certain Declaration Of Covenants, Conditions, Restrictions, Easements and Disclosures for Watermarke Villas dated November 2, 2018, and recorded in the Sedgwick County Register of Deeds at DOC.#/FLM-PG: 29729758 (the "Declaration");

B. The Declaration currently pertains to Northgate 2nd Addition, Wichita, Sedgwick County, Kansas; and

C. Pursuant to Section 11.9 of the Declaration, Developer has the power and authority to annex additional real property into the Property which is subject to the Declaration and amend the Declaration, and desires to do so.

NOW, THEREFORE, the Developer desires to hereby amend the Declaration as provided below:

1. Developer hereby annexes Northgate 4<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas under the Declaration, excluding Lot 1, Block C, and Lots 19-22, inclusive, Block A, and Reserves "B" and "C" (collectively, the "Partial 4<sup>th</sup> Addition"), so

so that the Partial 4<sup>th</sup> Addition shall now be held, owned, sold and conveyed subject to the Declaration.

2. The definition of "Common Area" contained in Section 1.5 of the Declaration is hereby amended to include Reserve A of the Partial 4<sup>th</sup> Addition. From and after the date hereof, the Common Area shall be owned, held and conveyed subject to the Declaration.

3. The definition of "Property" contained in Section 1.12 of the Declaration is hereby amended to include the Partial 4<sup>th</sup> Addition.

4. In Section 1.9 "Lot" of the Declaration, the following sentence is added:

"In some instances, Owners will own approximately one-half of a Lot upon which one-half of a villa shall be constructed."

5. Section 5.2 B. vii. of the Declaration, is here deleted in its entirety and the following is substituted therefor:

"vii. Unless otherwise approved in writing by the Developer, before occupancy of a villa unit and immediately following completion of a villa on a Lot, or as soon as it is seasonal to do so after such completion, the Owner thereof shall install an underground irrigation system and sod the lawn area on the entire Lot (not just a side/one-half of a Lot) and plant a minimum of six (6) perennial shrubs and/or bushes in the front of each Lot (with at least 3 shrubs/bushes for each half of the villa), and with a minimum of two (2) trees planted in the front of each Lot (at least 1 tree for each half of the villa), with the trunk of each tree being a minimum of two (2) inches in diameter; provided, Developer may reduce the number of trees, shrubs or bushes required to be planted, without amending this Declaration. Furthermore, the Developer may determine that a specific Lot is too small to permit the planting of all of the trees, shrubs or bushes required under this Section and may grant a variance to reduce such requirements on a Lot-to-Lot-basis. Prior to the commencement of a villa on a Lot, the Owner of such Lot shall deposit with the Developer an amount of money determined by Developer to secure the Owner's performance of the improvements described herein. Upon completion of such improvements by Owner in a manner satisfactory to Developer, Developer shall return such deposit to the Owner."

6. In Section 5.2. B. x. of the Declaration, the last sentence is hereby deleted in its entirety and of no further force or effect.

7. In Section 5.15 A. of the Declaration, the third sentence is hereby deleted in its entirety and the following is substituted therefor:

"Metal fences permitted hereunder shall be either five feet (5') or six feet (6') in height."

8. In Section 5.15 C. of the Declaration, the second sentence is hereby deleted in its entirety and the following is substituted therefor:

“All gates in fences shall be four (4) or five feet (5’) in width.”

9. In the heading of Section 5.22 of the Declaration entitled, Covenants For Maintenance; Obligations of Association and Owners; Enforcement; Trash Removal, the words “Trash Removal” are hereby deleted.

10. In Section 5.22 E, *Maintenance By Owner*, of the Declaration the following is added to the first paragraph contained in such Section.:

“Each Owner shall promptly replace any lawn area, repair and replace the irrigation system and any trees and shrubbery that become diseased or substantially dead on such Owner’s Lot and the adjoining road right-of-way, so that the same are in good appearance and condition at all times. Replacement trees and shrubbery shall be of approximately the same size as the replaced trees or shrubs. **All Owners acknowledge that the Property, including the Lots and improvements thereon, lawns, streets, trees, shrubbery be kept in a high quality appearance for the long term to maintain a high value of the Property.**”

11. Section 5.22. F., *Trash Removal*, of the Declaration is hereby deleted in its entirety, so that the Association shall not pay for or arrange trash service for the residences.

12. In Article V, USE, OCCUPANCY AND CONDUCT RESTRICTIONS, of the Declaration, the following Sections are added:

“5.23. Villa Residences to Remain as Such. Each villa building shall at all times contain two (2) separate, but attached, units and the two(s) units may not be combined without Board’s or Developer’s prior approval.

5.24 Conduct of Occupants. No Owner or occupant of a villa unit, or invitees thereof, shall use, keep, or permit to be used or kept, any foul or noxious gas or substances in his or her unit, or permit or suffer his or her unit to be occupied or used in a manner offensive or reasonably objectionable to the Board or other Owners or occupants of the Property by reason of odors, or interfere in any way with the Owners or occupants of other Lots.

No occupant of a villa unit, or invitee thereof, shall commit or suffer to be committed any waste or nuisance upon the applicable Lot.

No Owner or occupant of a villa unit, or the invitees thereof, shall do or permit anything to be done in or about the applicable unit or Lot, or bring anything therein, which will in any way conflict with any law, ordinance, order, rule, regulation or requirement affecting the occupancy or use of the unit which is

or may hereafter be enacted or promulgated by governmental authorities, or in any way obstruct or interfere with the rights of others, nor shall any such Owner occupant or invitee thereof, use or allow the villa unit or Lot to be used for any improper, immoral or objectionable purposes as reasonably determined by the Board.

5.25 Loudspeaker; Noise. No Owner or occupant of a villa unit, or invitees thereof, shall bounce a ball or other object against, or pound on, any wall inside or outside of the villa unit, use, play or discharge any television, radio, stereo, loudspeaker, vibrations, musical instrument(s), horn, whistle, bell, or other sound device so as to be audible to occupants of other side of the applicable villa building or other villas beyond the applicable Lot, except alarm devices used exclusively for security purposes is hereby prohibited.”

13. On Exhibit A, Budget Form, of the Declaration, the line item “Trash \$ \_\_\_ Per Month, Per Villa, \$ \_\_\_ Per Unit” is hereby deleted in its entirety.

14. Except as specifically provided herein, the Declaration shall remain in full force and effect in accordance with its current terms and provisions.

IN WITNESS WHEREOF, Developer has executed this Amendment the day and year first above written.

DEVELOPER:

R&R Realty, LLC

By: \_\_\_\_\_

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Jeff Miller*  
President / CEO

STATE OF KANSAS )  
 )  
 ) ss:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, that on this 10 day of NOVEMBER, 2020, before me a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, a Manager of R&R Realty, LLC, 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.

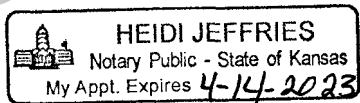


Maurie A. Sanders  
NOTARY PUBLIC  
My appointment expires: June 27, 2024

STATE OF KANSAS )  
 )ss  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, that on this 2nd day of December 2020, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Mullen, President of Ritchie Associates, Inc. in its capacity as Manager of R&R Realty, LLC, a Kansas limited liability company, who is personally known to me to be such officer of such Manager, and who is personally known to me to be the same person who executed the within instrument on behalf of said limited liability company by authority of its members, 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 affixed my official seal, the day and year first above written.



Heidi Jeffries  
NOTARY PUBLIC  
My appointment expires: 4-14-2023