

COVER PAGE FOR DECLARATION OF RESTRICTIONS –FOURTH SUPPLEMENT
APPROVED NOVEMBER 1, 2022
BY PRAIRIE GARDENS HOMES ASSOCIATION

WHEREAS, the PRAIRIE GARDENS HOMES ASSOCIATION includes properties located in Tract I, Lots 1 – 42 of Prairie Gardens 1st Plat, a Subdivision of land in Basehor, Leavenworth County, and properties located in Tract II, Lots 1 – 68 of Prairie Gardens 2nd Plat and common areas in the 2nd Plat, a Subdivision located in the City of Basehor, Leavenworth County;

WHEREAS, the following Declarations of Restrictions and Supplements applicable to the properties located in the Prairie Gardens Homes Association have previously been recorded:

Declaration of Restrictions covering Prairie Gardens 1st Plat and Prairie Gardens 2nd Plat was recorded on October 2, 2001, in the office of the Leavenworth County Register of Deeds in book 820 at pages 268-288;

Supplemental Declaration of Restrictions filed on February 10, 2003, in the office of the Leavenworth County Register of Deeds in book 865 at pages 490-495;

Supplemental Declaration of Restrictions filed on September 18, 2003, in the office of the Leavenworth County Register of Deeds in book 894 at pages 1513-1515;

Third Supplemental Declaration of Restrictions filed on March 15, 2006, in the office of the Leavenworth County Register of Deeds in book 977 at pages 2174-2176;

Declarations Concerning Prairie Gardens Recreation Facilities filed on October 28, 2010, in the office of the Leavenworth County Register of Deeds as Document No. 2010R09128; and

Declaration of Restrictions filed on June 27, 2021, in the office of the Leavenworth County Register of Deeds as Document No. 2021R10556.

WHEREAS, THIS SUPPLEMENTAL DECLARATION was made on the 1st day of November, 2022, by a vote of the members of the Prairie Gardens Homeowners Association.

Declarations of Restrictions - Fourth Supplement

This third supplemental Declaration made this 1st day of November of 2022, by Prairie Gardens HomeOwners Association, herein referred to as "PGHOA". Except as supplemented or amended herein, the original and Two supplemental declarations shall remain in full force and effect.

Whereas, PGHOA and residents are the owners of the following described property located in Leavenworth County, Kansas.

Lots 1-42 of Prairie Gardens 1st Plat, a Subdivision of land in Basehor, Leavenworth County

And

Lots 1 - 68 of Prairie Gardens 2nd Plat, a Subdivision located in the City of Basehor, Leavenworth County

And whereas, the Residents will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set out.

Now therefore, The residents hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner thereof.

AMENDMENTS TO ORIGINAL DECLARATION. The Original and Two Supplemental Declarations are hereby amended, for the entire Prairie Gardens Subdivision as follows:

1. **Definitions.** Section 1, of the original and two supplements, entitled Definitions is amended by the following provisions.

(D) **"Common Expenses"**

1. The cost of compensation paid by the Association to Attorneys, cost of maintenance, operating, repair and replacement of all areas and facilities within the subdivision that are maintained or operated by the Association, including utilities provided directly to the Association.
2. The cost of management and administration of the Association including but not limited to, compensation paid by the Association,

accountants, attorneys and employees; and any other professional assistance as deemed necessary in the discretion of the board of directors.

(E) "Review Committee" A Review committee, consisting of three (3) or more lot owners, shall be appointed by the Board of the Association.

(F) **Remove** "Developer" as the subdivision is now Prairie Gardens and run by the residents and the HOA board.

(G) **Remove** "Development"

(H) "Subdivision" shall mean and refer to Prairie Gardens 1 or PG1 (the townhomes who have snow and mow benefits) and Prairie Gardens 2 or PG2 as the residential homes, a subdivision of land in the City of Basehor, Leavenworth County Kansas.

(I) "Lots" refer to various lots, tracts or parcels of ground designated on the plat of the above described Development. With specific reference to the lots described within the subdivision, PG1 & PG2. It is understood that each of said lots in PG1 will be divided approximately in half, upon each half of such lots, a one-half duplex or townhome living unit shall be constructed. PG2 are single lots for single family homes.

2. Prairie Gardens Homes Association. The Developer established the Association which then later changed by voting members and the Prairie Gardens HOA was established as a not for profit corporation under the laws of the State of Kansas. The association shall be responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common areas within PG1 and PG2, including taking such action as is necessary for the assessment of expenses, payment of losses, disposition of casualty insurance proceeds (if any), the enforcement of these restrictions, and other matters as provided in or contemplated by these restrictions, the Association Articles of Incorporation, the Association By Laws, and the Association Rules and Regulation.

The properties located within the Subdivision will be the two separate Development phases, PG1 and PG2.

a. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot within the subdivision shall be a member of the Association. No owner shall have more than one membership. Membership shall not be separated from ownership of any lot. Ownership of such lot shall be the sole qualification for membership.

(e) Board of Directors. The Association shall be managed by a Board of Directors elected and empowered as determined by the Bylaws of the Association. Compensation to Board members by reduction in fees.

(g) **Remove::** Developer's Control of Association

3. Common Areas:

(e) Any member may delegate, in accordance with the ByLaws, his right of enjoyment to the common area and facilities, within reason, to the members of their residential family and guests who reside on the property.

5. Maintenance. Each lot, together with all improvements located thereon, shall be maintained by the owner in a reasonable manner. This is to include vacant lots, which a reasonable time should be two weeks. Maintenance shall include weed control on each lot. In the event an owner of any lot shall fail to maintain the lot in a reasonable manner, the Board of Directors of the Association shall have the right to enter upon the tract of ground and perform the necessary maintenance. The costs of such maintenance shall be added to and become a part of the assessment to which such a lot is subject. The Association shall have the right to go on any lot for the purpose of such maintenance and is hereby granted a specific easement for such purpose when the owner fails to perform.

If, at any time, the Association determines that an owner is not complying with the requirements of this provision, then the Association shall give notice to the offending owner requesting compliance, and if said maintenance is not properly Completed within (7) days after said notice, then the Association may perform the maintenance as set forth above and assess the appropriate fine as listed in the ByLaws and any fine set out in the ByLaws shall be in addition to and not instead of the penalties and compensation as set out in sections 4(d) and (e) of the original declarations.

6. Review Committee. The board shall appoint a Review Committee comprised of at least (3) residents and no more than (6) residents. The Review Committee shall be governed by these Restrictions, the Rules and Regulations adopted by the Board, and such guidelines that it may adopt.

9. Development, Use And Building Standards.

(e) Utility Lines, and Radio, Television and Satellite Antennas:

All electrical, gas, telephone, water and other utility lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas or satellite antennas or dishes shall be erected, placed, or maintained on any part of the premise unless they are approved by the Review Committee.

(g) Garage:

Each residence must have an attached, fully enclosed, front entry garage for not less than two or more than four vehicles. Garage type (or any building change) will be reviewed and approved/denied by the Review Committee. Garages shall have the same architectural

treatment and be constructed of the same materials of the house. No garage will be permitted to be enclosed for living or used for purposes other than storage of vehicles or related uses.

(i) Outbuildings:

Sheds, Gazebos and similar ornamental structures must be approved by the Review Committee, materials, dimensions, heights and construction attributes must be approved also. Please include plans with a property modification request. Sheds are not to be more than 10X12 or a permit is also required by the city and should be included with the request.

(k) Boats, Recreation and Motor Vehicles:

No school or other buses, motor homes, mobile homes, autos, campers, trailers, recreational vehicles, tractors or trucks (in excess of ¾ ton) shall be parked by the curb, in the backyard or upon any lot or driveway for more than 48 hrs at any one time. Such vehicles may only be stored in your enclosed garage or must be stored off site. No major repair shall be done on any car or vehicle outside of the garage. No car or other vehicle not in operating condition, not registered or with current registration, or whose presence might create an unsightly appearance, nuisance, or hazard to life or health shall be allowed to be parked or left on any lot, driveway or curb.

(u) Destruction.

A residence destroyed by fire or other casualty shall be removed from the lot and new construction commenced within a reasonable amount of time following the date of the destruction, and thereafter construction shall be completed with due diligence. Any structure partially destroyed shall be promptly reconstructed within a reasonable time frame. All proposed reconstruction must be submitted to the board for approval 30 days prior to the proposed begin date of any work. The board's review will be to ensure that the reconstruction will be in accord with all Declarations and Restrictions and harmonious with the remaining existing structure.

(v) Fences.

No fencing shall be permitted upon any lot unless such fencing has been approved by the Review Committee. The materials used in the construction of fencing MUST be approved by the Review Committee and should be constructed with methods to harmonize with the external design of the residences in the development, location must be approved by the Review Committee and the Board. No fence shall exceed 72" (or 6 feet) or constructed in a manner or location that obstructs any easement. All wood fences need to be maintained and stained or sealed, missing or broken fence pieces or panels must be repaired or replaced. No animal pens or runs shall be permitted without the written approval of the Review Committee.

(w) Structure Orientation..

Any lot owner seeking to construct any residence or structure on the premises shall submit a site plan showing the proposed location and orientation of said proposed structure with relationship to the boundaries of said lot and existing structures on adjoining lots to the Review Committee and the Board, which include colors and design. Said site plan is subject to approval by both the Review Committee and the Board. No lot owner shall erect, construct, maintain, permit or allow any fence, structure or obstruction that would interrupt the normal drainage of the land.

(bb) Animals. Dogs, cats and other domestic pets are allowable, not exceeding two (2) in number, as long as such pets are maintained so as not to create a nuisance. The Board may

establish weight limits for such pets. In the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the Development, the Board may require the owner of such animal to confine such animal in such a manner to prevent danger or nuisance to others. The Board may take further actions as deemed necessary,

(dd) Maintenance.

Each lot, together with all improvements located thereon, shall be maintained by the owner in a reasonable manner. It is the intention of this provision to require that each lot to be maintained in an attractive manner including but not limited to the following:

1. Keep flower beds free from weeds;
2. Trim all bushes and trees;
3. Mow and trim lawns to keep grass eight inches in height or less;
4. Removal of all debris from around residences;
5. Keep paint on residences and outbuildings in good repair and free from peeling paint and bare wood.

(gg) Approved Builder.

No contractor or builder shall be allowed to construct any residence, structure or improvement on any lot, unless said builder or contractor shall have been approved in advance by both the Review Committee and the Board.

(hh) Decks.

No decks shall be installed or replaced without review and approval of the Review Committee. A Property Modification Request, construction materials, and construction plans must be submitted to the Review Committee prior to any demolition or construction. All materials and building methods shall be harmonious with the external design of the residence and the development and meet all municipal and state building standards. All permits and easements shall be the responsibility of the property owner to obtain.

10. **Remove:** ANNEXATION OF ADDITIONAL PROPERTY & (B)

13: **Remove:** GENERAL PROVISIONS: (d) Developer/Amendment

I, the undersigned, do hereby certify:

- (1) That I am the duly elected and acting President of the Prairie Gardens Homes Association, Inc., a Kansas Nonprofit Corporation; and
- (2) That the foregoing declarations and restrictions third supplement, comprising six (6) pages, including this page, constitute the amended declarations and restrictions (third supplement) of said Association, as duly adopted at the meeting of the Members thereof duly held on the 1st day of November, 2022.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this 11 day of May, 2023.

Janie Thomas
 Janie Thomas
 President

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
 COUNTY OF WYANDOTTE)

BE IT REMEMBERED, that on the 11th day of May, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Janie Thomas, President of Prairie Gardens Homes Association, Inc., a Kansas Not For Profit Corporation, who is personally known to me to be the same person who executed the within instrument of writing, who, being first duly sworn, stated that said Declarations of Restrictions-Third Supplement is true and correct, and such person duly acknowledged the execution of same.

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

Mary Ann Kancel
 Notary Public, Mary Ann Kancel

