

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
BRIDGEFIELD

An Addition to Wichita

Scott Developers, L.C.
21 Scottsdale
Wichita, KS 67230

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DECLARATION OF
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OF
BRIDGEFIELD

THIS DECLARATION, made this 14th day of August, 1997, by Scott Developers, L.C. ("Declarant").

WITNESSETH: That,

WHEREAS, Declarant is the owner of certain real property in Wichita, Sedgwick County, Kansas, which is more particularly described as

Lots 12 through 17 Block B, Lots 1 through 16 Block C, Lots 1
through 21 Block D, Lots 1 through 16 Block E, and Reserve Areas
D, E, G, H, I, J, and K,

Bridgefield, a subdivision in Wichita, Sedgwick County, Kansas (the "Addition") and

WHEREAS, it is necessary to establish binding covenants, conditions, and restrictions applicable to the Addition to insure the proper development thereof and protection of the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of the Addition shall be held and conveyed subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Addition shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

Covenants for Maintenance

Each Owner (other than Declarant) upon completion of a residence on a lot, shall keep all Lots owned by such Owner and all improvement therein or thereon in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and

shrubbery, and the painting (or other appropriate exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Architectural Control Committee as hereinafter defined (the "ACC"), any Owner fails to perform the duties imposed by the preceding sentence, the Bridgefield Homeowner's Association (hereinafter "Associates") after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right itself or, by Declarant, and on behalf of all owners in the Addition to initiate an action in the District Court of Sedgwick County, Kansas to compel compliance herewith through any and all legal or equitable remedies.

ARTICLE 2

Architectural Control

Section 2.01. Approval Required. No building, fence, wall, structure, projection from a structure, or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to (a) harmony of external design and location in relation to and effect upon surrounding structures, topography and the overall community design of the Addition; (b) the character of the exterior materials; and (c) the quality of the exterior workmanship, by the Architectural Control Committee (the "ACC"), its agents, assignees, or successors. In the event the ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required, and this Article will be deemed to have been fully complied with.

The provisions of this Section shall be applicable to Declarant only with respect to Lots which are improved with buildings which are or have been occupied.

Section 2.02. Form of Plans and Specifications. Such plans and specifications shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot or Lots (including proposed front, rear, and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot or Lots.

Section 2.03. Retention of Approved Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 2.04. Removal and Alteration of Structures: Lien.

a. If any structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the ACC, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

b. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the ACC shall have the right, through any one or more of its individual members to initiate an action in the District court of Sedgwick County, Kansas to compel compliance herewith through any and all legal or equitable remedies.

Section 2.05. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the ACC, it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure, and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and, as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which the ACC exercises any discretionary or interpretive powers.

Section 2.06. Right of Inspection. The Association, the ACC, or any of their agents may, at any reasonable time or times, and after giving reasonable notice to the Owner, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the Association, the ACC, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 2.07. No Liability. Neither the Association, the ACC, the Declarant, nor any officer, director, member, agent or employee thereof shall be liable to any Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article.

Section 2.08 Initial Policy Guidelines. The following initial policy guidelines have been established and the same may be changed from time to time pursuant to the provisions of Section 2.01 hereof but

without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the ACC to determine current policy guidelines.

a. There shall be no full rock yards and all yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.

b. All roofs shall be of wood shingle, slate, tile, or other such material as approved by the ACC.

c. All outside statuary and planters must be approved by the ACC as to height, style, placement and number prior to installation.

d. There shall be no underground or berm-type homes.

e. In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the ACC.

f. All fences will be constructed with the finished side out. Privacy wood fencing will be allowed only to enclose a patio, pool, or small enclosure to screen off air conditioners or garbage containers. Certain lots, as designated by the ACC, may be restricted to certain fence type and color to preserve continuity for the area.

g. All basketball goals shall be either white or glass. No "homemade" basketball backboards or supports shall be permitted. All basketball goals and supports shall be first approved by the ACC, including location of goal.

h. All recreation and play equipment shall be located at the rear of any residence except for basketball goals.

i. There shall be no above-ground swimming pools.

j. All dog runs, pens, and dog houses must be in the rear yard of the home. No dogs shall be continually or regularly chained or staked in any front or side yard.

k. No storage sheds shall be permitted except as may be specifically approved by the ACC as to design and materials. Any approved out-building shall be constructed of the same material and quality as the home.

l. All vegetable gardens shall be in the back yards only.

m. No flat roofs will be permitted.

n. All exterior wood surfaces on homes must be painted or stained and sealed.

o. All construction must be completed within one (1) year from the commencement thereof, except if written approval is given for an extension of time.

p. All garages must be side-loaded unless previously approved in writing by the ACC.

q. Bay or bow windows or daylight windows may exceed setbacks by not more than three feet (3'), if allowed by the Code of the City of Wichita.

r. Pad elevations will be reviewed by Declarant and any deviation therefrom and any resulting damage shall be the responsibility of the Owner.

s. Lawns shall be mowed on a regular basis at a height not to exceed five inches (5").

t. All tennis courts must have a green or black vinyl fence (unless black wrought iron is utilized) and any wind screen shall be black or green. No fence may exceed ten feet (10') in height. The light source used for tennis courts shall be natural in color. Incandescent or metal halide lights are recommended. No other type of lighting may be utilized without the specific written approval of the ACC. The light housing shall be a shoe box type fixture similar to the Envirolight II by Elasco, designed to minimize light loss. Lighting poles shall not exceed sixteen feet (16') in height without specific written approval of the ACC. All tennis court plans must specify the light source and intensity; pole height; manufacturer of light; location of light standards around the court. Tennis courts may be built to the property line.

u. All flagpoles and the type of flag that may be flown must be first approved by the ACC.

v. No window shall contain any reflective material such as aluminum foil.

w. Pool buildings or gazebos may be constructed within any rear yard setback area established pursuant hereto, provided that the same shall not exceed one story in height, and design approved by the ACC, and if allowed by the Code of the City of Wichita.

x. A "structure" includes any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type.

y. Garbage containers shall be screened from view from neighboring lots. Garbage containers shall be removed from curbside as soon as possible after being emptied.

z. All one-story residences shall contain not less than two thousand (2,000) square feet of living space, and all one and one-half (1½) or two (2) story residences shall contain not less than two thousand five hundred (2,500) square feet of living space, exclusive of porches and garages, and basements.

Section 2.09. Architectural Control Committee. The ACC shall be a committee of the Bridgefield Homeowners' Association. The original ACC consist of those persons appointed by Declarant. At such

time as Declarant has sold all Lots in the Addition and approved a building plan for each lot, Declarant may, but shall not be required to appoint an ACC consisting of three (3) persons who are Lot Owners in the Addition. In the event Declarant should fail to appoint an ACC, the Board of Directors shall be entitled to appoint such a three (3) member committee.

ARTICLE 3

General Covenants and Restrictions

Section 3.01. Structures. No previously approved structure shall be used for any purpose other than that for which it was originally designed.

Section 3.02. Division of Lots. No lot shall contain more than one residence, but a residence may be built on more than one lot.

Section 3.03. Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind including satellite receiving antennas may be so maintained upon any Lot without prior approval of the ACC.

Section 3.04. Vehicles and Parking. No boat, boat trailer, house trailer, camper, camper trailer, recreational vehicle, pickup truck, or similar item shall be stored or permanently, continually, or regularly parked in and on any street, or in the open on any Lot or driveway. All other vehicles shall be parked in the garage and not continually parked on a regular basis in the street or driveway.

Section 3.05. Fences. All fences shall first be approved in writing by the ACC as to design, materials, location, and height.

Section 3.06. Off-street Parking Requirements. Each of the Lots shall provide four (4) Off-street parking spaces as part of the driveway. All driveways are to be concrete paved from garage to street, except a portion or all of the driveway may be brick paved.

Section 3.07. Trees. No tree having a diameter of three inches (3") or more (measured from a point two feet (2') above ground level) shall be removed from any Lot without the express written authorization of the Association. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours, and after reasonable notification to the Owner, for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection. Each Lot Owner, following completion of residence, must plant a combination

of fifteen (15) trees and/or shrubs, and an average of five (5) trees and/or shrubs per year over the next three (3) years.

Section 3.08. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of breeding of animals be conducted on any Lot without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the Lot and shall not be permitted to run free.

Section 3.09. Signs. Declarant may erect such signs as it deems appropriate without any approval, but otherwise, no sign or other advertising device of any nature shall be placed upon any Lot, except signs listing the property for sale, such sign not to contain more than nine (9) square feet and a height of no more than five (5) feet above the ground. "Garage sale" or "estate sale" signs may not remain on any Lot for more than five (5) days. The number and location of any such signs shall be subject to reasonable rules adopted by Declarant. Any nonconforming sign may be removed, without notice, by Declarant, and Declarant shall not be liable to anyone in the event of any such removal.

Section 3.10. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a resident on any Lot. No modular or pre-engineered home shall be permitted.

Section 3.11. No Storage; Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

Section 3.12. Pipes. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 3.13. Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

Section 3.14. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain

within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 3.15. Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 3.16. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition any drainage channels and swales located on any Lot owned by such Owner, all in accordance with the master drainage plan.

Section 3.17. Home Professions and Industries. No professional or home industry shall be conducted in or on any part of a Lot or in improvements thereon without the specific written approval of the Association. The Association in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 3.18. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office, including a temporary mobile or modular structure, until all homes in Bridgefield development are sold.

Section 3.19. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 3.20. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the applicable zoning regulations and this Declaration, the most restrictive thereof to control in the event of any conflict.

Section 3.21. Requirement to Plant Lawn. Within ninety (90) days after occupancy of a residence on a Lot, or at the first available planting time, whichever comes first, the Owner thereof shall plant or sod

the entire lawn, unless such date has been extended by the Association. In the event such lawn is not so installed, Declarant may, after giving written notice to any Lot owner of such Lot owner's failure to comply therewith, at any time after fifteen (15) days have expired from the date of such notice, install said lawn and collect from such owner the cost thereof. Declarant is hereby granted the right to enter upon any such lot for the purpose of performing same.

Section 3.22. Set-Back Requirements. No building, structure, or other improvements may be constructed or maintained on any Lot which shall be nearer than twenty-five feet (25') to the front property line, nearer than six feet (6') to either side boundary line, or nearer than twenty-five feet (25') to the rear boundary line of any Lot; provided, that the foregoing set-back requirements shall not be applicable to any improvement, building, or structure constructed below the surface level of the ground or inground swimming pools, or to any tennis courts, paddle tennis courts, or similar sports surfaces constructed at ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any lighting equipment in such areas, except as may be specifically permitted by the Association.

Section 3.23. Restrictions Not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall be taken to govern and control.

ARTICLE 4

Enforcement

The Association, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any such person shall have the right to include in their claim for relief a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunto.

ARTICLE 5

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 6

Amendment

Section 6.01. Covenants Running With the Land. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 6.02. Amendment by Declarant. Amendments to this Declaration made prior to the date of which Declarant delivers architectural approval responsibility to the ACC shall become effective when approved in writing by Declarant and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that any such amendment shall not adversely affect any rights of any then existing mortgage holders or Lot owners.

Section 6.03. Amendment; Other. Amendments to this Declaration other than those provided for in Section 6.02, shall be adopted by a vote of not less than two-thirds (2/3) of the votes represented at a meeting of the Association called with proper notice and a written affidavit of such Adoption shall be made by the Secretary of the Association. A copy of each amendment provided for in this Section shall be effective when filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 14 day of August, 1997.

SCOTT DEVELOPERS, L.C.

By 
Donald N. Scott, Manager

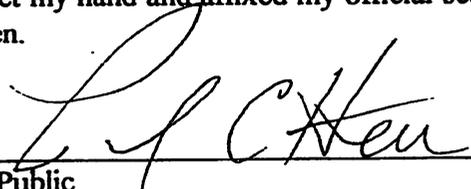
"Declarant"

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 14th day of August, 1997, before me, a Notary Public within and for the County and State aforesaid, personally appeared Donald N. Scott, of Scott Developers, L.C., who is personally known to me and known to me to be the identical person who subscribed the name of the maker thereof to the within and foregoing Declaration of Covenants, Conditions, and Restrictions of Bridgefield as Declarant thereof, and said person acknowledged to me his execution thereof as and for his free and voluntary act and deed, and for and on behalf of and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Wichita, Kansas, on the day, month, and year last above written.



Notary Public

My Commission Expires:

