



Sedgwick County
Register of Deeds - Tonya Buckingham
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2019 AMENDED AND RESTATED
PROTECTIVE COVENANTS
RAINBOW LAKES WEST THIRD ADDITION
SEDGWICK COUNTY, KANSAS

This 2019 Amended and Restated Protective Covenants Rainbow Lakes West Third Addition Sedgwick County Kansas (the "Declaration"), is made this 30 day of September 2019, by the Rainbow Lakes West Third Homeowners' the Association (the "the Association").

WITNESSETH:

WHEREAS, that certain Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas ("Original Declaration") was executed the 3rd day of August 1979, by Rainbow Lakes, Inc. (the "Declarant") and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 13th day of November 1979 as Document 467388, on Film 0395, commencing at Page 0797;

WHEREAS, that certain Amendment to Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas (the "1985 Amendment") was executed the 19th day of August 1985, by Declarant and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 12th day of November 1985 as Document 776322, on Film 0762, commencing at Page 1366;

WHEREAS, that certain Amendment to Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas (the "1988 Amendment") was executed the 20th day of September 1987 and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 18th day of April 1988 as Document 942108, on Film 0961, commencing at Page 0442;

WHEREAS, Rainbow Lakes West Third Homeowners' the Association, a not for profit corporation, was incorporated under the laws of the State of Kansas on April 19th, 1988 for the purpose of exercising the powers and duties of administration for the Rainbow Lakes West Third Addition, Wichita, Sedgwick County, Kansas;

WHEREAS, that certain Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas ("2003 Declaration") was executed the 31st day of July 2003, by the Association and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 1st day of August 2003 as Document 2239700, on Film 2749, commencing at Page 0299;

WHEREAS, that certain Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas ("2005 Amendment") was executed the 20th day of September 2005, by the Association and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 22nd day of September 2005 as Document 28716707;

WHEREAS, that certain Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas Amendment to the Covenants ("2009 Amendment") was executed the 7th day of May 2009 by the Association and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 8th day of May 2009 as Document 29058510;

WHEREAS, that certain Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas Amendment to the Covenants ("Second 2009 Amendment") was executed the 7th day of May 2009 by the Association and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 8th day of May 2009 as Document 29058511;

WHEREAS, that certain Protective Covenants Rainbow Lakes West Third Addition Sedgwick County, Kansas ("2013 Amendment") was executed the 30th day of July 2013, by the Association and recorded in the office of the Register of Deeds for Sedgwick County, Kansas, on the 2nd day of August 2013 as Document 29393168; and

WHEREAS, this Declaration supersedes and replaces the Original Declaration, the 1985 Amendment, the 1988 Amendment, the 2003 Declaration, the 2005 Amendment, the 2009 Amendment, the Second 2009 Amendment, the 2013 Amendment, and all other covenants, conditions, restrictions and easements that are contrary to the express provisions of this Declaration.

NOW, THEREFORE, the Association hereby covenants, agrees and declares that all Property within the Rainbow Lakes West Third Addition Sedgwick County shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all of the Property described herein and the Owners thereof, their successors and assigns and run with the land.

CLAUSE I
DEFINITION OF TERMS

"Assessments" shall mean either general assessments, which are the annual assessment of the Association, or special assessments for projects selected by a majority of the Owners.

"Association" shall mean Rainbow Lakes West Third Homeowners' Association. The rights and obligations of the Association set forth in this Declaration shall be exercised on behalf

of the Association by a Board of Directors elected by the Owners in accordance with the Bylaws of the Association.

"Building Site" shall mean a minimum of one (1) Lot as platted or two or more contiguous Lots or portions thereof with a minimum frontage of ninety-five (95) feet, upon which a Residence may be erected in conformance with the requirements of this Declaration.

"Common Area" shall mean and refer to Reserves A and B as noted on the plat of Rainbow Lakes West Third Addition, Sedgwick County, Kansas.

"Declarant" shall mean and refer to Rainbow Lakes, Inc., its successors and assigns.

"Front" and "Side" "Building Setback Line or Lines" shall mean the minimum distance which a Residence shall be set back from the front and/or side Lot lines, respectively, and reference is hereby made to the recorded plat of, Rainbow Lakes West Third Addition, Sedgwick County, Kansas for the location of such setback lines.

"Improvements" shall mean and include a Residence as herein defined, swimming pools, bath houses, greenhouses, guest houses, or any other structure or building, fences, walls, hedges, mass plantings, exterior antenna and other appurtenances.

"Lake Lot" shall mean and refer to Lots 1 through 34 inclusive, Block 2; and Lots 15, 16, 17, 18, 19, 20, 23, 24, 25, 28 through 42 inclusive, 52, 53, and 54, Block 4, all in Rainbow Lakes West Third Addition, Sedgwick County, Kansas.

"Lot" shall mean and refer to each Lot as platted on the plat of Rainbow Lakes West Third Addition Sedgwick County, Kansas.

"Lot Line or Lines" shall mean the boundary or property line dividing two adjoining Lots.

"Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of fee simple title to any Lot or Lots, including contract sellers, but excluding persons or entities having an interest merely as security for the performance of an obligation.

"Property" shall mean All the Lots and Reserves in Rainbow Lakes West Third Addition, Sedgwick County, Kansas, which has been platted and which plat is filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas.

"Residence" shall mean a building erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for occupancy by a single family. It shall not mean any apartment, multi-family dwelling, duplex, or use of the building as a rental or lease without written permission of the Association.

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various clauses and sections of this Declaration is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to wit:

All the Lots and Reserves in Rainbow Lakes West Third Addition, Sedgwick County, Kansas, which has been platted and which plat is filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas (the "Property")

No property other than that described above shall be deemed subject to this Declaration.

CLAUSE II GENERAL PURPOSE OF CONDITIONS

The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each Building Site thereof; to protect the Owners of Lots against improper use of surrounding Building Sites as will depreciate the value of their Lot; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned Improvements and Improvements built of improper or unsuitable materials, to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Building Sites, to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for an appropriate type and quality of Improvements on the Property.

- A. No building or structure shall be erected, altered, placed or permitted to remain on any Building Site subject to this Declaration other than one (1) new Residence, for private use, with a private garage and other outbuildings incidental to residential use; provided, however, that the Association may, in its sole discretion, and at its own expense, construct or install decorative entrance treatments, of its own choice, type and design, on any or all corner Lots or Building Sites, said entrance treatments to be located outside the Building Setback Lines and confined to the corner of the Lot or Building Site which is common to an entrance street to the Property.
- B. For the purposes of this Declaration, the Building Sites or part or parts thereof shall be deemed to front on the streets from which there is a twenty-five (25) foot setback on the recorded plat of the Property.

All Residences shall front on the streets as designated above for said Lots, except that a Residence on a corner Lot may be placed diagonally thereon.

For the purposes of this Declaration, the above designated streets shall be considered as front streets and all other streets contiguous to any of such real property shall be considered as side streets.

- C. Each Residence shall comply with the minimum front, back and side setback requirements as shown on the recorded plat of the Property, and as herein provided. No Residence, including attached garages, breezeways, attached greenhouse, eves and porches shall occupy more than eighty-five percent (85%) of the width of the Building Site on which it is erected, measured in each case on the Front and Side Building Setback Line or Lines, except with specific written consent of the Architectural Control Committee. Such Residence shall be located at least ten (10) feet from the Side Building Setback Line or Lines and within the side street building setback line or lines if contiguous to a side street and at least twenty (20) feet from the back Lot Line. All detached garages, outbuildings, bath houses and greenhouses erected on any Building Site shall be placed at least six (6) feet from the back Lot Line.
- D. No Residence shall be erected, placed or maintained on any Building Site which has a width at the front street Lot Line of less than ninety (90) feet if contiguous to a front street only or less than one hundred (100) feet if contiguous to both a front and a side street; provided, however, that the construction of a Residence on a Lot as platted shall be deemed as fully complying with this section.
- E. No excavations, except such as are necessary for the construction of a Residence or Improvements, shall be permitted on any Building Site without written permission of the Architectural Control Committee.
- F. No inoperable, untagged and/or unregistered vehicle may be stored or parked on any Building Site or Lot so as to be visible from a neighboring Building Site, the Common Area, or streets. In addition, boats, trailers, camper/RV's, off-road vehicles, motorcycles, or storage containers must be concealed out of sight in a garage or behind a fence and may only be parked or stored in the driveway temporarily for no more than fourteen (14) consecutive days for cleaning/(un)loading. Vehicle repairs other than ordinary light maintenance are not permitted on the Property unless taking place inside of the garage of a Residence.
- G. No trash, ashes, dirt, rock or other refuse may be thrown, dumped or maintained on any Common Area, Lot or Building Site. No trash containers shall be stored in front of the Residence, except on days when trash pickup is scheduled. No machinery shall be placed or operated upon any Building Site, except such machinery as is usual in the maintenance of a private Residence or as is appropriate to and during construction of Improvements on the Property in accordance with this Declaration.

- H. No retail, wholesale, manufacturing or repair business of any kind shall be permitted on any Building Site or in any Residence or appurtenant structure erected thereon, even if such business does not include the employment of any additional person or persons in the performance of such services. No activity that may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any Building Site or in any Residence or Improvements erected thereon.
- I. No basement, tent, shack, garage, barn or other outbuilding other than guest houses or servants' quarters erected on a Building Site shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- J. No used, secondhand or previously erected house or building, tent or temporary structure of any kind shall be moved or placed, either in sections or as a whole, upon a Building Site, nor shall any trailer be moved, placed or permitted to remain upon a Building Site.
- K. No livestock, poultry or any other animals of any kind, other than ordinary house pets, shall be kept or maintained on any part of the Property, and no animals shall be bred for commercial purposes.
- L. Each Owner shall keep and maintain all Building Sites and all Improvements therein or thereon, in good order and repair including, by way of illustration and not by way of limitation, the seeding, watering, mowing, trimming, of all lawns, weeding of flower beds and/or landscaping on the Lot, the pruning and cutting of all trees, shrubbery and plantings, and the painting (or other appropriate external care) of all Improvements, all in a manner and with such frequency as is consistent with good property management in relation to the high quality residential neighborhood to be developed on the Property. Owners of Lake Lots shall maintain such Lots all the way to the water's edge and adjacent Lot lines to include planting or seeding grass, mowing, watering, trimming and weed control.
- M. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the Building Sites without the consent in writing of the Architectural Control Committee with the exception of home security signs not to exceed twelve (12) inches by twelve (12) inches; provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) temporary, unlighted, unanimated signboard on each Building Site as sold and conveyed, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Building Site upon which it is erected and Improvements thereon, if any.
- N. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum Front Building Setback Line or Lines established herein nor shall any television, radio transmission or receiving antenna or wind driven or solar

energy equipment project higher than ten (10) feet above the highest peak of a Residence except upon approval in writing by the Architectural Control Committee. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any corner. Vegetation on each Building Site shall be kept and maintained in a neat and attractive manner by the Lot Owner. Trees, shrubs and other plants that die shall be promptly removed from the Building Site. The Association may, at its option, have the Building Site maintained when and as often as the same is necessary in its judgment. The Owner of such Building Site shall be notified in accordance with the procedure in paragraph S and will be obligated to pay the cost of maintenance plus the damages for the breach of this Declaration in accordance with paragraph S, inclusive.

All Building Site fencing design and material must be approved by the Architectural Control Committee prior to construction. There shall be no fence, other than wrought iron style fencing, or hedge of any kind, on Lake Lots without written approval of the Architectural Control Committee. Such fencing shall be a minimum of four (4) feet in height and a maximum of six and one half (6 ½) feet in height. All other Building Site fencing shall be between six (6) feet and six and one-half (6 ½) feet in height and shall be between one and one-half inches (1 ½) inches and three (3) inches above grade to allow for proper water drainage.

No dock shall be constructed without prior approval of the Architectural Control Committee. Watercraft used upon the lake shall not have combustion engines. No swimming is permitted. Lake rules and regulations may be updated and published as needed by the Board of Directors of the Association.

- O. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral extractions or shafts be permitted upon the Property, except as provided in the partial release of the current oil and gas lease. Fuel oil storage tanks as part of the heating equipment of a Residence shall be permitted only if located underground.
- P. Easements of utility installations and maintenance affecting all Lots subject to this Declaration are reserved as shown on the recorded plat of the Property.
- Q. No Owner shall rent or lease any Building Site, or portion thereof, or any Improvement on any Building Site or portion thereof (which includes the Residence). The Board of Directors may grant a waiver to this lease restriction for any hardship situation that may require temporary leasing such as a call to military service, a temporary job transfer, or a family illness that forces an Owner to move for a limited period of time. Any waiver granted under this provision must be in writing, signed by the President of the Board of Directors, and shall expire within one year of being granted unless otherwise extended in writing by the Board of Directors. Written conditional sale contracts and rent to own agreements whereby the terms of such agreement contain either a purchase option to buy the Lot at less

than fair market value or whereby ownership of the Lot is transferred to the lessee at the end of the lease term shall not be subject to this lease restriction. Only lease agreements of one year (12 months) or greater shall be approved. During the term of the lease period, the Owner shall be liable for compliance with this Declaration.

- R. The covenants, conditions and 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 restrictions imposed by any deed or the recorded plat of the Property. In the event of any conflict, the most restrictive provision of any such law, rule, regulation, deed, plat or this Declaration shall be taken to govern and control.
- S. **Notice of non-compliance and hearing.** The Board of Directors, or their agent, shall have the authority to determine compliance with this Declaration. Upon receipt of an allegation of a Lot's non-compliance, the Board of Directors, or their agent, shall review the allegation and determine if action is necessary. If the Board of Directors, or their agent, determines that action is necessary, the Owner of the Lot shall be notified in writing of the allegation and the Owner shall have fourteen (14) days to request a hearing with the Board of Directors to dispute the allegation. If the Owner fails to respond to the notification within fourteen (14) days, or after a hearing, the Board of Directors determines the Owner's dispute of the allegation is without merit, the Board of Directors, or its agent, shall notify the Owner of the Board of Directors' determination of non-compliance in writing. The Owner shall have thirty (30) days from the date of the notice of non-compliance to bring the Lot into compliance. Determination of compliance shall be by the vote of the Board of Directors' in a monthly public Board Meeting.
 - a. **Damages for breach of Declaration.** In the event the Lot is not in compliance within thirty (30) days of the notice of non-compliance or within thirty (30) days after a hearing where the dispute is determined to be without merit, the Owner shall pay the Association an amount equal to fifty dollars (\$50.00) bi-weekly until the Lot is brought into compliance, not as a penalty but as liquidated damages for the Owner's breach of the Declaration. If there are multiple, but separate, non-compliance determinations against the same Lot, the maximum monthly payment required shall not exceed three hundred dollars (\$300.00).
 - b. **Lien for Liquidated Damages.** Such amount due shall become a lien on the Lot as soon as it is due and payable; provided, however, such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the Lot. In the event of Owner's failure to pay the amount due within thirty (30) days from the date levied, then such amount due, from the thirtieth (30th) day after levy shall bear interest at ten percent (10%) per annum. The liquidated damages provisions of this paragraph S, inclusive, shall be in addition to, not in lieu

of, the right of the Board of Directors, the Association or any Owner under Clause IV to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions of the Declaration.

CLAUSE III
THE ASSOCIATION

The Association was formed for the purpose of beautification of the Property, to enhance the aesthetic value, care and maintenance of the lake and other Common Area and for the general use, protection and benefit of Owners of each Lot in the Property; such beautification will require the maintenance of, but not limited to, planting or landscaping on any Common Area, on reserves, on recreational areas and drainage rights of way, if required, and decorative treatment of entrance ways and other areas which lend themselves to such treatment. Rules and regulations for use of the Common Area are updated and published as needed by the Board of Directors of the Association. The City of Wichita or the County may, upon proper notice and hearing cause necessary maintenance to be done to the lake and other Common Area and the cost thereof may be assessed to the Owners of each Lot, if the Association fails to do so. The City of Wichita is in charge of the streets, streetlights, animal control, and traffic or parking issues.

- A. The acquisition of a Building Site on said Property automatically carries with it a membership in the Association with the liabilities and benefits of such membership. The Owners are granted the right to vote on the Association matters in person at duly called meetings or by valid proxy. Per K.S.A. §58-4608(6), the Association shall have the power to suspend any right or privilege of an Owner that fails to pay an Assessment but may not suspended an Owner's right to vote except issues involving Assessments and fees.
- B. This Declaration may be amended at any time during the term of the Declaration by an amendment duly approved by at least sixty percent (60%) of the Owners in person or by proxy at a duly called meeting.
- C. Each Building Site shall be levied Assessments by the Association annually, as determined by the Board of Directors of the Association. The Association may levy and collect an initiation fee in the amount not greater than then current annual assessment from the purchaser of each Lot in addition to a pro-rated annual assessment as of the date of purchase of the Lot. Such initiation fee shall not be considered a "transfer fee" for the purpose of K.S.A. §58-3821 and shall be specifically excluded from the application of that statute per subsection 58-3821(a)(2)(g) therein, as amended.
- D. The Association, through its Board of Directors, is authorized to exercise the rights and privileges as may be appropriate to carry out the purposes of this Declaration. The Association may transfer, convey or assign such rights or

privileges, any part or all of them, with the approval of sixty percent (60%) of the Owners present at a duly called meeting or by valid proxy.

- E. The Association may, from time to time, at a regular meeting or a special meeting, change the general assessment to be levied equally against each Building Site, improved or unimproved, or levy a special assessment equally against each Building Site, improved or unimproved, within the Property for the operation of the Association and the operation, maintenance care and Improvement of the Property. Assessments and any special assessment shall be payable in full on the first day of the second calendar month next, following the date the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Board of Directors, not to exceed 10%. In addition, the Association shall have the authority to establish and affix a special assessment on any individual Building Site, improved or unimproved, to secure the liability of the Owner of such Building Site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for a repair or remedy and such special assessment shall become a lien against the individual Building Site in the same manner otherwise provided in this Declaration. Thirty (30) days from the date of levying an Assessment on a Building Site, if unpaid, the Assessment shall become delinquent and the Association, through its Board of Directors, may in its discretion file certificates of nonpayment of Assessment against a Building Site in the office of the Register of Deeds of Sedgwick County, Kansas. For each certificate so filed the Association shall be entitled to collect from the Owner of the Building Site the amount of the delinquent Assessment, recording fees, collection, filing and attorney fees and interest. Such amounts recorded in the certificate of nonpayment shall be a lien upon the Building Site, enforceable as in rem and/or in personam proceedings in any court in Sedgwick County, Kansas, having jurisdiction of suits for the enforcement of such liens, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the Building Site. Such liens shall continue for a period from the date of delinquency through the maximum time allowed by law, unless within such time suit shall have been instituted for the collection of the Assessment, in which case the lien shall continue until the termination of the suit and the sale of the Building Site under execution of the judgment establishing same.
- F. The Architectural Control Committee shall consist of no less than three (3) and no more than six (6) individuals, appointed by the Board of Directors, who own a Lot in the Association. A majority of votes of the Architectural Control Committee shall be necessary to approve all plans pursuant to paragraph G. Neither the Association, nor any successor, assign, agent, employee, representative or other person or entity to whom such architectural control function has been granted, shall be liable to any Owner or other person or other entity for any claims, damages or causes of action arising from or in any way out of performance or nonperformance of the architectural control function including, by way of illustration and not limitation, the failure, refusal or neglect to approve any plans and specifications

submitted. Any Architectural Control Committee decision shall be final and conclusive.

- G. Prior to altering, erecting, placing or maintaining an Improvement, to include but not limited to, change of exterior paint color/texture scheme, roofing replacement, siding replacement, or construction of an Improvement, or any use or new use commenced or maintained on any Building Site, the Owner of the Lot must submit proposed plans and specifications and obtain approval from the Architectural Control Committee in writing. In the event the Architectural Control Committee fails to approve an Owner's proposal within thirty (30) days after said plans and specifications have been submitted to it, this restriction will be deemed to have been fully complied with. If any Improvement shall be altered, erected, placed or maintained upon any Building Site, or any use or new use commenced or maintained on any Building Site, without Architectural Control Committee approval or otherwise than in accordance with the plans and specifications approved pursuant to the provisions of this paragraph G, such alteration, erection, maintenance, use or new use shall be deemed to have been undertaken in violation of the Declaration and without the approval required herein, and upon written notice, any such Improvement so altered, erected, placed or maintained upon any Building Site in violation hereof shall be removed or realtered, and any such use or new use shall be terminated so as to extinguish such violation at the expense of the Lot Owner. If thirty (30) days after the notice of such violation the Owner of the Lot upon which such violation(s) exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or any other Owner shall have the right to take such steps as may be necessary to extinguish such violation at the Lot Owner's expense.
- H. No decision of the Architectural Control Committee may be relied upon as precedent or approval, explicit or implied, of any other Improvement, whether or not such Improvement is similar to or in conformance with an Improvement approved by the Architectural Control Committee and any commencement, erection, placement or maintenance of an Improvement in reliance upon a previously approved or existing Improvement within the Property without written approval of the Architectural Control Committee shall be at the Owner's own risk.

CLAUSE IV MISCELLANEOUS

- A. The covenants, conditions and restrictions set forth in this Declaration shall run with the land and bind the Association, the Owner(s), their successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the Owners, their successors and assigns, and with each of them to conform and observe said covenants, conditions and restrictions as to the use of the Property, and the altering, erecting, placing or maintaining of Improvements thereon or any use or new use commenced or maintained on any Building Site, but

no covenants, conditions or restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, or their, possession of a freehold estate or title to a Lot.

- B. The Association or the Owner or Owners shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the covenants, conditions and restrictions set forth in this Declaration, in addition to ordinary legal action for damages, and shall have the right to include in such claim for relief a reasonable sum for attorneys' fees and all other expenses reasonably incurred in enforcing the covenants, conditions and restrictions set forth in this Declaration. The failure of the Association or an Owner or Owners to enforce any of the covenants, conditions and restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.
- C. A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the Owner(s) at the last address listed with the Association, shall be deemed to be sufficient and proper notice for any purpose of this Declaration where notices are required, unless otherwise provided herein.
- D. Invalidity of any provision of this Declaration or any part thereof by judgments or court order shall not affect any of the other provisions which shall remain in full force and effect.



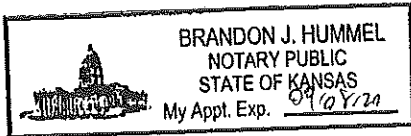
IN WITNESS WHEREOF, the Association has executed this Declaration effective as of the day and year first above written.

Rainbow Lakes West Third Homeowners' the Association

By: Michael A Ball, President
Michael L. Ball

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

This instrument was acknowledged before me on this 1 day of October, 2019, by Michael A Ball, President of Rainbow Lakes West Third Homeowners' the Association.



Brandon J. Hummel
Notary Public

My Appointment Expires: 09/08/2020