



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Declaration is made as of the 31st day of October, 2018, by Fairfield Farms 3, LLC ("Declarant").

WITNESSETH:

WHEREAS Declarant executed and filed with the Register of Deeds of Douglas County, Kansas, final plat of the Fairfield Farms East Addition No. 6 , to the City of Lawrence, Douglas County, Kansas; and

WHEREAS Declarant is owner of, or has an interest in, the portion of Fairfield Farms East Addition No. 6 identified in Exhibit A (referred to herein as the "Property") and incorporated herein.

WHEREAS Declarant is either the owner of or has received the consent of the owners of the Property, and Declarant desires to place certain restrictions on a portion of the Property in the Subdivision to preserve and enhance the value, desirability, and attractiveness of the Subdivision and improvements constructed thereon and to keep the use thereof consistent with the intent of the Declarant, which restrictions shall run with the land and be for the use and benefit of Declarant and its grantees, successors, and assigns;

NOW, THEREFORE, In consideration of the premises contained herein, Declarant, for itself and for its grantees, successors, and assigns, hereby agrees and declares that the Property is hereby restricted as to its use and otherwise in the manner hereinafter set forth and subject to the covenants, charges, assessments, and easements hereinafter set forth.

1. Definitions. The terms used in this Declaration and in its exhibits shall have the following meanings:

(a) "Owner" shall mean the record owner(s) of any platted Lot within the Property. The term "Owner" shall include Declarant, and for purposes of all obligations of an Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner, the Owner's successors and assigns, and all guests and invitees.

(b) "Property" shall mean that certain real property identified in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration in the manner hereinafter provided. Declarant shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the existing Property and to the operation of the provisions of this Declaration such other adjacent or nearby lands as it may now or hereafter acquire, by executing, acknowledging, and recording an appropriate written declaration or agreement subjecting such additional property to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions, and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Declarant in its absolute discretion. Declarant hereby reserves the right (but not the obligation), from time to time, to eliminate and release from the operation of the provisions of this Declaration any amount of the real estate described above which is not necessary for the Subdivision, upon the filing with the Register of Deeds office of Douglas County, Kansas, of an appropriate deed of release.

(c) "Lot" shall mean any lot of the Property as shown on any recorded Plat of all or part of the Subdivision, and any lot of the Property created by the split of any separate lot shown on the final Plat; provided, however, that if an Owner, other than the Declarant, owns adjacent Lots (or parts thereof) upon which a total of only one main structure has been built, then such contiguous property under common ownership shall be deemed to constitute only one Lot.

(d) "Home" shall mean a residential structure built on any Lot.

(e) "Declarant" means Fairfield Farms 3, LLC.

(f) "Declaration" means this instrument.

(g) "Person(s)" means one or more natural individuals, corporations, partnerships, trustees, limited liability companies, limited partnerships, limited liability partnerships, or other legal entities capable of holding title to real property.

(h) "Plat" means each plat or survey of the Property filed in the Office of the Register of Deeds of Douglas County, Kansas.

(i) "Subdivision" means Fairfield Farm East Addition No. 6 as shown on the final Plat of such Addition, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(j) "Exterior Structure" means any structure erected or maintained on a Lot other than the main structure (e.g., a home on any residential Lot) or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, outbuilding, fence, patio wall, privacy screening, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, and flag pole.

(k) "Hazardous Substances" means and includes all regulated, hazardous and toxic substances (including without limitation petroleum and petroleum products), pesticides, metals or heavy metals, infectious wastes, solid, liquid, or gaseous wastes or materials, any pollutants or contaminants (including without limitation, PCBs, asbestos and materials or components which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, statute, ordinance, rule or regulation pertaining to environmental protection, regulation, contamination or clean-up, toxic waste, underground storage tanks and hazardous substance or material handling, treatment, storage, use, transportation or disposal, including without limitation the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), state lien, or environmental clean-up statutes, all as exist from time to time.

2. Establishment of Fairfield Farms East Addition No. 6. Declarant is the owner of the Property or the owner of the Property has consent hereto, and Declarant submits all such Property to this Declaration.

3. Use of Land. No trailer, or improvement other than a Home shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved on to, or maintained upon any of the Lots used for human habitation; provided, however, that nothing herein shall prevent the Declarant or others (including, without limitation; builders and real estate sales agencies) authorized by the Declarant from using temporary buildings or structures, or any residence for model, office, sales or storage purposes during the development of the Property.

4. Easement for Platting and Construction Errors. There is reserved for the benefit of each Lot, as the dominant tenement, such portion of the Property and each other Lot, jointly as the servient tenement, as shall be encroached upon, used, and occupied by the Owner of the dominant tenement, and which does not materially interfere with the quiet enjoyment of the servient tenement as a result of any construction errors, errors in survey, errors in platting, or the movement or subsidence of any improvement. Such easement shall run with the land, and shall inure to the

benefit of and be binding upon the Owner of any Lot in the Subdivision and any additions thereto, and their successors, heirs and assigns, whether or not such easements are mentioned or described in any deed of conveyance.

5. Owner's Maintenance. Each Owner of a Lot, by acceptance of a deed therefor, whether or not expressed in such deed, is deemed to covenant and agrees to maintain and keep in good repair the exterior of such Owner's Lot, and all improvements thereon. Each Owner shall provide for snow and ice removal on the sidewalks and driveways on such Owner's Lot. No Owner shall do any act nor any work which has the potential to impair the structural soundness or integrity of any improvement or impair any easement or hereditament provided for in this Declaration.

6. Insurance to be Obtained and Maintained by Owners. The Owner of any Lot on which a building has been constructed shall obtain and maintain casualty insurance, insuring all improvements against loss by fire, lightning, windstorm or other casualty and extended coverage in an amount equal to a full replacement value i.e., one hundred percent (100%) of replacement cost exclusive of land, foundation and excavation), respectively, with an "agreed amount" endorsement without deduction or allowance for depreciation, and the insurer shall waive any "increase of hazard" provision of its policy and any "apportionment of loss" provision of its policy in the event there is any other insurance insuring the same risk. The Owner of any Lot located in an officially established flood hazard area, and on which a Home has been constructed, shall also obtain and maintain flood insurance covering flood damage to such Home. All premiums for such insurance shall be paid by each Owner. Each Owner agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event the structure is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

7. Architectural Control.

(a) Review Required. No building, fence, wall, or other Exterior Structure shall be commenced, erected, or maintained upon a Lot, nor shall any exterior addition, change or alteration thereon (including painting and staining) be made until the plans and specifications showing the nature, kind, shape, heights, materials, exterior color scheme, elevations, Lot grading plans, and location of the same shall have been submitted to the Architectural Control Committee for its review as to harmony of external design and location in relation to surrounding structures and topography.

(b) Procedure. In the event the Architectural Control Committee fails to object to any plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, such plans and specifications shall be deemed approved, and this Section will be deemed to have fully complied with.

(c) Compliance with Plans. Construction or alterations in accordance with plans and specifications submitted to and approved by the Committee shall be commenced within six (6) months after the date they are approved by the Committee. All work shall be completed as soon as reasonably possible, but in no event later than nine (9) months after commencement of construction of any residential structure, unless the Committee specifies a longer time in its approval. In the event the time periods specified in this paragraph are not met, the Committee's approval shall expire, and the Owner shall be required to re-submit such plans and specifications for Committee approval.

(d) Committee Membership. The Architectural Control Committee shall initially be comprised of Roger Johnson, Dustin Baker and Jeremiah Johnson. In the event of the death, incapacity, or resignation of any member of the Committee, the replacement member shall be appointed by Declarant. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. After the earlier of (i) ten (10) years from the date these Covenants are recorded, or (ii) such time as eighty percent (80%) of the Lots are owned by individual, separate, and distinct Owners (that is, the number of Owners equals or exceeds 80% of the number of Lots), the Majority of the Owners shall have the power through a duly recorded instrument to change the membership of the Committee or to modify any of its powers and duties or to disband the Committee. In the event the owners fail to act, the Committee shall continue in full force and effect for a total period of twenty (20) years from the date these covenants are recorded. If the Architectural Control Committee shall at any time have no living members, either because of deaths or resignations of all of its members the majority of the Owners shall have the power to designate a new committee consisting of at least three (3) members; and the designation shall be recorded in the Office of Register of Deeds of Douglas County Kansas.

(e) Action by the Committee. Any action by the Architectural Control Committee must be approved by at least two of the three members. The Architectural Control Committee may, however, designate in writing a representative to act for it, and the act of such representative shall be considered the act of the Architectural Control Committee.

8. General Restrictions.

(a) Fences. No chain-link fences shall be placed on any Lot. Fences constructed of wood, iron or iron-appearing material, or a combination thereof shall be permitted. Vinyl fencing shall be subject to approval by the Architectural Control Committee. No fence shall extend forward of a line extending perpendicularly from each side property line to the corners of the main structure nearest the rear corners of such Lot.

(b) Awning. No awnings, sun screens, or canopies of any type shall be affixed to any building or structure without the written consent of the Architectural Control Committee.

(c) Siding. Siding on the ground-floor, exterior, front wall of each Home, excepting gable ends, shall be at least 25% masonry, stucco, or other material with a similar appearance, and the remainder of such wall shall be lap siding. Lap siding shall also be used on any side or rear exterior wall facing a street. Lap siding must be installed with a maximum 7" exposure between courses and be made of wood or other material made to have a wood appearance. No vinyl or vinyl-appearing siding will be allowed on any portion of any Home.

(d) Foundations. No exposed concrete on the foundations shall be allowed more than twelve (12) inches above ground level.

(f) Paint colors. The paint colors used shall only those approved by the Architectural Control Committee.

(g) Windows. Windows with exposed or unfinished metal frames are prohibited, excepting windows in basement walls which are installed at the time of wall concrete placement, and may not be installed on any Exterior Structure without the prior written consent of the Architectural Control Committee.

(h) Construction of Improvements. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after the date of issuance of the building permit. While under construction, the building site shall be kept clean. In the event of fire, windstorm or other damage, no improvement shall be permitted to remain in a damaged condition longer than six (6) months after the date of damage.

(i) Type and Size of Structure. The Architectural Control Committee must approve all exterior elevations and footprints to be used in connection with the construction of Homes on the Property. Any single-family residential dwelling shall contain a minimum of 1350 square feet of finished, enclosed floor area. Any residential townhome/duplex dwelling shall contain a minimum of 1250 square feet of finished, enclosed floor area. Finished floor area shall exclude any finished attics, garages, basements and similar areas. All units shall have a two-car or larger garage. The Architectural Control Committee, in its sole discretion, may allow variances from the minimum square footage requirements for any particular Lot.

(j) Driveways. All driveways shall be paved with asphalt, concrete, stone, or brick.

(k) Garages and Driveways. All Homes must contain at least a two (2) car attached garage per dwelling unit. All driveways shall be paved with asphalt, concrete, stone, or brick.

(l) Landscape and Lawn Care. Each Owner shall maintain the yard and landscaping on such Owner's Lot at all times after closing on the purchase of the Lot. The initial landscaping done in connection with the construction of a Home must, at a minimum, include seeding of all lawn areas, landscape plantings along any foundation facing a street, and the planting of trees pursuant to the Master Street Tree plan in effect for the Subdivision. Initial landscape planting requirements shall be as follows: (i) plant species must have a minimum 3' horizontal spread at maturity and shall be spaced appropriately for its horizontal spread at maturity; (ii) when impossible to plant along foundations due to driveways and sidewalks connecting to the structure, the required planting shall be grouped in an area visible from the street; and (iii) all plantings shall be surrounded with mulch. All aspects of the initial landscaping must be completed within thirty (30) days after the completion the structure on the Lot, subject to a reasonable extension in the event of abnormally adverse weather. The grass on all Lots, including unimproved Lots, must be cut and trimmed to a height of six (6) inches or less at all times. All ordinances and resolutions of the City of Lawrence concerning weeds, brush and general maintenance apply.

(m) Exterior Ornaments, Yard Art and Gardens. Exterior ornaments and yard art are strictly prohibited in the front yard of any Lot. This includes, but is not limited to, windsocks, weather vanes, windmills, bird houses, statues, animal forms, miniature fences and bird baths. No artificial flowers, trees or other faux vegetation shall be permitted. Rock gardens and other atypical planted areas are prohibited in the front yard. Vegetable gardens shall be permitted only in the rear of the Lot and shall not encompass more than twenty-five percent (25%) of the rear yard. Flagpoles may be installed only with the prior written consent of the Architectural Control Committee.

(n) Drainage. No landscaping, berms, fences or other structures shall be installed or maintained that would impede the flow of surface water. Water from sump pumps shall be drained away from structures on adjacent Lots. No changes in the final grading of any Lot shall be made without the prior written approval of the Architectural Control Committee and, if necessary, any governmental entity having jurisdiction over the Property. Neither Declarant nor the Architectural Control Committee shall have any liability or responsibility to any builder or Owner for the failure of a builder or owner to grade or maintain any Lot. The Declarant and the Architectural Control Committee do not represent or guarantee to any Owner or any other person that any grading plan for the Lots that Declarant or the Architectural Control Committee may approve or supply shall be sufficient or adequate or that the Lots will drain properly, or to the satisfaction of any Owner or other person.

(o) Chimneys. No exterior chimneys will be allowed on the front of any building. All allowed exterior chimneys shall be constructed of brick or stone, unless the chimney is on the back of the structure and not visible from the street. All chimneys which are visible from only the roof line and above shall be constructed of brick, stone, or fire code approved pipe which has been capped with a black or color-conforming metal rain cap and enclosed by a framed wood structure and is integrated with the architectural design and construction materials of the dwelling.

(p) Overhead Wires; TV Antennas. No overhead wires or clotheslines shall be permitted on any Lot without the prior written consent of the Architectural Control Committee. No television, radio, citizens band or short-wave antenna dish or other unsightly projections shall be attached to the exterior of any structure or erected in or on any Lot. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes of not more than 36 Inches in diameter may be installed without the prior written consent of the Architectural Control Committee, provided that such satellite dishes are not installed on the exterior wall of the Home directly facing the street or within the boundaries of the front yard. The front yard is defined as that area in front of a line extending perpendicularly from each side Lot line to the corners of the Home nearest the front corners of the Lot.

(q) Exterior Audio Devices. No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained in or upon the exterior of any structure on any Lot, except intercoms or devices used exclusively for security purposes.

(r) Lighting. No lights or other illumination (other than street lights) on a Lot shall be higher than the main structure on that Lot, except to the extent required by Lawrence City Code. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white light.

(s) Swimming Pools. Above ground swimming pools are prohibited. All other pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of this Declaration. All pools or hot tubs shall be kept clean and maintained in operable condition at all times while in season.

(t) Sporting Equipment. No sporting equipment other than a basketball goal and a volleyball net are allowed; it being understood, however, that typical playground hardware (swings, slides; etc.) shall not be deemed to be sporting equipment. No sporting equipment or playground hardware shall be mounted on or attached to any structure.

(u) Pets. No animals shall be kept on any Lot; except cats, dogs and other common household pets. All pets shall be kept within a Home, an approved fence, or an underground electric fence. When outside the Home or any approved fence, all pets shall be attended and leashed. In no event shall a pet be restrained by a chain, dog run, or similar device in any yard. No pet shall be kept, bred, or maintained for commercial purposes, constitute a nuisance, or violate applicable ordinances or other laws. An Owner shall immediately clean up after all pets on all streets, easements or Lots owned by others. In no event shall any animals be kept on any Lot if they unreasonably disturb any Owner or residents of any other Lot. All outside dog houses or other animal shelters shall be located in the back yard, shall be painted or stained the same color of the residence, and shall have roofs that are compatible with the residence.

(v) Outbuildings Prohibited. No outbuilding or other structure may be erected on any Lot without the written consent of the Architectural Control Committee. Storage shall be permitted under a deck provided such area is screened from the view from any street.

(w) Trash and Refuse. Each Owner shall properly maintain the Owner's Lot and the improvements thereon in a neat, clean and orderly fashion. Trash, ashes or other refuse shall not be thrown, placed or dumped upon any Lot, except in trash receptacles complying with this Declaration. All trash cans, garbage cans, and wood piles shall be kept screened by adequate planting or fencing, so as to conceal them from view from any street or adjacent Lot. All rubbish, trash and garbage shall be regularly removed from each Lot. No trash burning shall be permitted anywhere within the Property. No trash, refuse, or garbage can or receptacle shall be placed outside an appropriately screened enclosure, except after sundown of the day before or upon the day for regularly scheduled trash collection.

(x) Hazardous Substances. Each Owner shall keep such Owner's Lot free from Hazardous Substances and in compliance with all applicable environmental laws. Each Owner shall remove any Hazardous Substances and/or cure any violations of any environmental law, as applicable, as required by law, promptly after the Owner becomes aware of same. Nothing herein shall prevent an Owner from recovering such expenses from any other party that may be liable for such removal or cure. In no event shall outside or underground fuel storage tanks of any kind be permitted on any Lot.

(y) Occupancy Restrictions. No Home shall be occupied by more than three (3) persons who are not members of the same family. The term "members of the same family" shall be deemed to mean spouse, parents, parents-in-law, brothers, sisters, children, or grandchildren. Notwithstanding the foregoing restrictions, the Architectural Control Committee, in its sole discretion, may consent to the occupancy of a Home by more persons than permitted by the foregoing restrictions.

(z) Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Property or any Lot, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be observed. The obligation of complying with requirements of such governmental bodies as to the maintenance, modification, or repair of any part of the Property shall be imposed on the same person who has the obligation to maintain and repair such Property by the terms of this Declaration. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any unsightly objects or nuisances be erected, placed, or permitted to remain on any Lot, nor shall anything be done which may become an annoyance or a nuisance to the neighborhood, nor shall any Lot or any improvement be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident of any Home.

(aa) Leasing. No Home shall be rented for transient or hotel purposes. Any lease of a Home shall contain a provision to the effect that the rights of the tenant to use and occupy the Home shall be subject and subordinate all respects to the provisions of this Declaration.

(bb) Signs. Signs complying with the City of Lawrence sign code shall be allowed, except that no signs offering a home for rent or lease shall be allowed on any Lot.

(cc) Vehicle Repair Prohibited. No vehicle repair (except minor routine maintenance) or rebuilding or any other form of manufacture, whether for hire or otherwise, shall occur on any Lot.

(dd) Parking and Storage of Vehicles Prohibited. No truck or commercial vehicle with gross vehicle weight of twelve thousand (12,000) pounds or over (other than a truck parked on a temporary basis actually being used for the specific purpose for which it was assigned), trailer, mobile home, recreational vehicle, boat, personal watercraft, airplane, equipment, machinery, cars not in daily use, or movable units of any type (even if temporarily immobile) shall be parked, located, or otherwise maintained on any Lot, except within an enclosed garage. Parking restrictions set forth on the Plat for the property shall be observed at all times and no vehicle shall be parked on any street for longer than four (4) hours.

9. Assignment of Declarant's Rights. Declarant shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties, and responsibilities herein reserved by or granted to Declarant, and upon such assignment the assignee shall then for all purposes be deemed to be the Declarant hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties, and responsibilities. Such assignee and its

successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of Declarant hereunder.

10. General Provisions.

(a) Noncompliance. The Architectural Control Committee may assess a fine in the amount of One Hundred Dollars (\$100.00) per day against any Owner who fails to comply with the provisions of this Declaration. Such fine shall be a lien on such Owner's Lot, and shall continue to accrue at such rate until the violation is cured.

(b) Enforcement. Declarant, the Architectural Control Committee, or any three Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, or reservations, now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Architectural Control Committee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the party seeking to enforce this Declaration recovers monetary damages based on the fine provided in the preceding paragraph, the amount recovered shall be applied as follows: first, toward any expenses incurred in the enforcement of this Declaration; second, in payment to each member of the Architectural Control Committee, if the Committee is involved in the enforcement, in the amount of Fifty Dollars (\$50.00); and third, any remaining amount shall be distributed, pro rata, to the Owners who are in compliance with this Declaration.

(c) Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provision or provisions hereof, which shall remain in full force and effect.

(d) Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years, unless terminated as provided in the next sentence. This Declaration may be amended during the first forty (40) year period by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and may be amended or terminated in its entirety thereafter by an instrument signed by the Owners of not less than two-thirds (2/3) of the lots. Any amendment must be executed, acknowledged, and recorded to be effective. Anything set forth in this paragraph to the contrary notwithstanding, Declarant shall have the absolute, unilateral right, power, and authority to modify, revise, amend, or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging, and recording an appropriate instrument in writing for such purpose, if (i) either the Veteran's Administration of the Federal Housing Administration, or any successor

agencies thereto, shall require such action as a condition precedent to the approval by such agency of the Property or any part of the Property, or any Lot, for federally-approved mortgage financing purposes under applicable Veteran's Administration, Federal Housing Administration or similar programs, laws or regulations, or (ii) the City of Lawrence requires such action as a condition to approval by the city of some matter relating to the development of the Property.

(e) Interpretation. The singular shall include the plural and the plural the singular unless the context requires the contrary; the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter as the context requires; and words importing persons shall include firms, partnerships, associations, and corporations as well as natural persons. The section headings herein are for conveyance only and shall not affect the interpretation or construction hereof.

(f) Limitation of Liability. Neither Declarant nor any member of the Architectural Control Committee shall be personally liable to any person or any act or omission in carrying out their duties or enforcing their rights, whether set forth herein or implied by law, with regard to the Property or any part thereof except for willful misconduct. Without limiting the generality of the foregoing, neither Declarant nor any member of the Architectural Control Committee shall be personally liable to any person for any discretionary approval, disapproval, or failure to approve of any matter submitted for approval; for the enforcement or lack of enforcement of any of the restrictions or assessments contained in this Declaration; or for any loss or damage resulting from the criminal acts, other wrongful acts or omissions, or negligence of any other person.

(g) Covenants Running With the Land. All provisions of the Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of any Lot. By accepting a deed to any Lot, each future grantee of any Lot shall be deemed to have personally consented and agreed to the provisions of this Declaration. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies, nor shall any such delay or failure be construed as a waiver of any violation or default. No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or effect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall effect any rights or remedies that any other person or entity may have.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the day and year first written above.

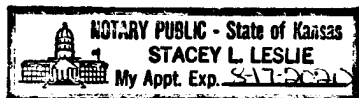
**FAIRFIELD FARMS 3, LLC,
a Kansas limited liability company**

By: *Dustin Baker*
Dustin Baker
Its: Manager

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 31st day of October, 2018, before me, the undersigned, a notary public in and for said county and state, came Dustin Baker, Manager of Fairfield Farms 3, LLC, a Kansas limited liability company, and duly executed the foregoing on behalf of such company.

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



Stacey L. Leslie
Notary Public

My commission expires: 8-17-2020.

Exhibit A

Lot 1 and 2, Block 1, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas.

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 2, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas.

Lot 1, 2, 3 and 4 Block 3, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas.

Lots 1 and 2, Block 4, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 5, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas.

Lots 1, 2, 3, 4 and 5, Block 6, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas.

Lots 1, 2 and 3, Block 7, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 8, Fairfield Farms East Addition No. 6, in the City of Lawrence, Douglas County, Kansas