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AMENDED DECLARATION OF RESTRICTIONS OF TOMAHAWK VALLEY, SIXTH PLAT

THIS AMENDED DECLARATION is made this 17 day of December, 2021 by Darla A. Miles, sole member of Tomahawk Valley, LLC, herein referred to as "Owner".

ARTICLE I
STATEMENT OF INTENT

Section 1.

Owner owns the real estate commonly known as Tomahawk Valley, Sixth Plat in Leavenworth County, Kansas, as more specifically identified on Exhibit "A" attached to this Declaration. Owner desires to provide for the preservation of values in the development of the property for residential purposes and for the maintenance of facilities, and, therefore, desires to subject the real estate to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of the property. In connection with the maintenance of certain portions of the real estate, Owner has incorporated Tomahawk Villas Homes Association as a not-for-profit corporation, which Association shall have powers of maintaining and administering the common properties and facilities and enforcing the covenants and restrictions and the collection and disbursing of assessments and charges.

THEREFORE, Owner hereby declares that the subject real estate be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE II
DEFINITIONS

For the purposes of these Restrictions, the following words shall be defined as follows:

A. "Association" shall mean and refer to the Tomahawk Villas Homes Association, a Kansas not-for-profit corporation.

B. "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as Tomahawk Valley, Sixth Plat which Owner may in its discretion

include.

C. "Common Properties" shall mean and refer to all open spaces, street islands, and frontage on certain lots of Tomahawk Valley, Sixth Plat to be held in the name of Owner or its successor, the Association, and dedicated to the common use and enjoyment of all the lot owners and residents of the properties.

D. "Lot" shall mean and refer to any separately owned parcel as may be shown by any recorded subdivision plat of the properties, with the exception of Common Properties as heretofore defined.

E. "Dwelling" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

F. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure.

G. "Owner" shall mean and refer to Tomahawk Valley, LLC and its successors and assigns.

H. "Front Property line" shall mean the property line of any Lot abutting the right-of-way of any street.

I. "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

ARTICLE III
USE OF LOTS

Section 1.

No boats, trucks trailers, buses, campers or recreational vehicles, tractors or mowers shall be parked on the driveway, front, side or back yards, for a period of one more than week at a time; or if the same becomes an annoyance or nuisance to the neighborhood.

No radio, television, or any other type of transmitting or receiving antenna may be erected or maintained outside of or on top of any residence on any of the Lots without the prior written consent of Owner. No windmills or

wind driven electrical generating systems of any type may be erected or maintained outside of or on top of any residence on any of the Lots without the prior written consent of Owner. No solar or sun energy systems -of any type may be erected or maintained outside of or on top of any residence on any of the Lots without prior written consent of Owner. Small satellite dishes may be approved by Owner or the Board of Directors of the Association or the Architectural Committee if such authority has been delegated.

Section 2.

Setback Lines

No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street or the side street than is the front building line or the side building line shown on the final plat of any phase of Tomahawk Valley, Sixth Plat in which such residence is located as such final plat is recorded in the office of the Register of Deeds of Leavenworth, Kansas. The final plat is recorded in the office as **Document #_2020P0027** reccorded on August 28, 2020 in the office of register of deed for Leavenworth County , Kansas provided as exhibit B. Provided however, that Owner shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line that is shown on the plat on any such Lot or Lots, so long as the change conform to such front, rear and side setback lines as are contained in the Municipal Building Code for the City of Basehor, Kansas as the same is now enforced or may hereafter be amended.

Section 3.

Dwelling

All residences shall be of one story and have a minimum of 1,200 square feet. The 1,200 square feet is the minimum living area, not including basement, garage, porch, attic, finished or unfinished.

Section 4.

Approval of Plans

No residence may be erected on the above-described property unless and until the plans, elevations, locations and grade thereof have been submitted to Owner and by it, approved in writing; nor shall any change, alteration or addition be made in the exterior of any such residence after the original construction thereof (including but not limited to, room additions, decks, and patios or coverings therefore, and other exterior alterations), until approval thereof has been given, in writing, by Owner. Architectural control of properties shall be solely the function of Owner. Owner may, at its option, delegate all or any part of the function of architectural control to the Board of Directors of the Association. If such delegation is made, architectural control

shall be the function and obligation of the Board of Directors, which may be delegated to a separate architectural control committee or similar group. Any such delegation by Owner of all or part of its architectural control function to the Board of Directors of the Association shall not be effective unless done in writing and signed by a person authorized to act on behalf of the Owner. Refusal to approve plans and specifications by either Owner, or the Board of Directors of the Association, may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of Owner, or the Board of the Association shall seem sufficient.

No building permits shall be issued by the City of Basehor, unless and until Owner has agreed to the plans or in the event that the Owner delegates the approval to the Board of Directors, then no building permits shall be issued by the City of Basehor, Kansas, unless and until the Board of Directors of the Association shall approve such plans.

Construction must begin within six (6) months of purchase of a Lot unless an extension of time is granted by Owner or the Board of Directors of the Association. If construction is not begun within the stated time or extended time owner has the right but not the obligation to repurchase the lot at the original sale price. Such right shall include the right of first refusal if the Owner has not exercised its right to buy, but the Lot is later offered to another purchaser, Owner's right of first refusal shall be a right to purchase the Lot on the same terms and conditions as made by any bonafide purchaser.

There shall be no outbuildings, fencing, carports, or other freestanding structures allowed.

Section 5.

Walls and Roofs

Exterior walls of all buildings, structures and appurtenances thereto shall be made of brick, stone, stucco. Windows, doors, and louvers shall be of wood, vinyl, metal, and glass. Roofs shall be covered with timberline asphalt shingle, or better, of a shadow line color. Paintable surfaces shall be covered with not less than two coats of good pain or stain. Paint color and general exterior colors shall at all times be subject to the control of Owner, or the Board of Directors, in the event such authority is delegated to the Board of Directors. (No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction.) In the event of fire, windstorm or other damage, no building

shall be permitted to remain in damage condition longer than two (2) months.

Section 6.

Temporary Dwellings

No structure of a temporary nature and no trailer, mobile home, basement, tent, garage, barn, or other building shall at any time be used as a residence. No residence shall be moved from another location to any Lot herein.

Section 7.

Fences and Decks

Fences along the edge of a patio may be allowed only with the approval of Owner, or the Board of Directors, and any such fence must be maintenance free. No other fencing or decks will be allowed.

Section 8.

Animals

No animal of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept as long as they are in compliance with the Municipal Code for the City of Basehor, Kansas, as the same is now in force or may hereafter be amended, PROVIDED HOWEVER, ONLY INDOOR PETS WILL BE ALLOWED.

Section 9.

Driveways

All driveways must be improved with hard surface, consisting of a minimum of four (4) inches of reinforced concrete or other materials approved in writing by Owner. Gravel driveways or driveways consisting of a crushed rock base with prime and seal coat will not be permitted.

After the initial construction of the residence, no additional driveways shall be constructed without the permission of Owner, or the Board of Directors of the Association, in the event that Owner has delegated such authority to the Board of Directors.

Section 10.

Signs

No sign, advertisements, billboards, or advertising structures, of any kind may be erected or maintained on any of the Lots without the consent, in writing of Owner; provided, however, that permission is hereby granted for erection and maintenance of not more than one (1) advertising board on each Lot or tract as sold and conveyed, which advertising board shall not be more than seven (7) square feet in size and

may be used for the sale and exclusive purpose of advertising for sale or lease the Lot or tract upon which it is erected.

Section 11.

Oil Tanks

No tank for storage of fuel may be maintained on any of the Lots thereby restricted, above the surface of the ground, without the consent in writing of Owner.

Section 12.

Trash and Nuisances

No trash, garbage, ashes, junk, junk cars, or other refuse or debris shall be thrown, dumped, or placed on any Lot, on the streets, or the Common Properties, or be permitted to accumulate or remain on any Lot. Weeds, grass, and vegetation shall be kept seasonably mowed and dead or unsightly growth removed. Any lot owner who does not comply with these provisions shall, after notice from Owner or the Association, be subject to special assessment for the cost of lot maintenance which assessment shall become a lien upon the lot as provided in Article VI of this Declaration.

No noxious or offense activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including mechanical work on automotives or other equipment of any kind.

It is understood that Owner shall retain the right to keep and maintain such materials and equipment it deems to be reasonably necessary for further development of this and adjacent property owned by Owner.

Section 13.

Miscellaneous Provisions

a. Garage Doors: All doors on garages located on the Lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal of a motor vehicle.

b. Exterior clotheslines and poles: No exterior clothesline or poles may be erected or maintained on any of the Lots hereby restricted unless approved by Owner, or the Board of Directors in writing.

c. Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots hereby restricted except during a sixty (60) day period beginning November 15 of each calendar year.

d. Garage, Porch or Basement Sales: No garage, porch or basement sales may be conducted on any of the Lots hereby restricted without the prior consent in writing of Owner, or the Board of Directors. No more than two (2) garage, porch or basement sales per year shall be allowed.

e. Dogs Running at Large: Dogs shall be confined. No dogs shall be allowed to run at large on the Property hereby restricted. NO OUTSIDE PETS shall be allowed. Household pets shall not be housed outside the residence.

f. Exterior Basketball Goals: No exterior basketball goals shall be erected on any of the Lots hereby restricted without prior consent in writing by Owner, or the Board of Directors.

g. Greenhouses: No greenhouses may be constructed or maintained on any of the Lots hereby restricted, without prior consent in writing by Owner, or the Board of Directors.

h. Air Conditioners: No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of the residence.

i. Light: No bright light (Mercury Vapor or Sodium) shall be placed on the exterior of any structure or constructed separately without the written consent of Owner, or the Board of Directors.

j. Additional Outside Structures: No dog runs, trampolines, play houses or sheds shall be erected on any of the Lots hereby restricted without the prior consent in writing by Owner, or the Board of Directors.

Section 14.

Utilities

All utilities from Owner's source into building sites shall be underground. Owner reserves the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements over and upon any part of the land described herein.

Section 15.

Home Occupations

No business or occupation shall be conducted upon or managed from any dwelling in the Properties, except as allowed by ordinances of the City of Basehor, Kansas, as home occupations. Any business or occupation for which a special use permit is required, or which is otherwise not allowed as a

home occupation by ordinances of the City of Basehor, Kansas, shall not be conducted or managed from any dwelling in the Properties without the prior written consent of Owner, or the Board of Directors.

Section 16.

Landscape Easement

All portions of the Properties reserved, set aside or granted as a landscape easement or license, as indicated by mark, symbols or legend on any plat of land contained within the Properties and filed with the office of the Register of Deeds of Leavenworth County Kansas, shall be interpreted as the grant by Owner of an easement or license on, over and running with any land so indicated to the Tomahawk Valley, Sixth Plat Homeowners Association. Said easement or license shall give the Association the right to enter upon, over and across any land on which such an easement or license is granted, for the purpose of improving, maintaining, landscaping, designing, and otherwise controlling the design and appearance of any area so indicated.

Section 17.

Landscaping Upon Completion of Construction of a Residence

Each lot must be either sodded or seeded from the front lot line to the front of the residence, within a reasonable period of time. Each lot owner must spend a minimum of $1,000.00 on plants, shrubs, and trees for landscaping.

Section 18.

Variance or Modification of Restrictions

Notwithstanding any other provision of this Declaration, Owner reserves to itself and thereafter to the Board of Directors of the Association or the Architectural Committee if authority has been delegated to it, the authority to agree to any variance or modification of these Restrictions so long as the same will still comply with the Municipal Building Code for the City of Basehor, Kansas.

ARTICLE IV

HOMES ASSOCIATION

Section 1.

Every Lot Owner which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Lot Owners, with the exception of the Owner, Tomahawk Valley, LLC, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine but in no event shall more than one (l) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Owner, Tomahawk Valley, LLC, and shall be entitled to thirty (30) votes for each Lot owned.

Section 3.

Article of Incorporation and Bylaws

Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be set forth in its .Articles of Incorporation and Bylaws. In any event, if any provisions set forth in this Declaration applicable to notice, voting and quorum requirements are in conflict with any provisions of Kansas laws, applicable to not-for- profit corporations on the date of this Declaration or at any time after the date, the applicable provisions of Kansas law shall control.

ARTICLE V
COMMON PROPERTIES

Section 1.

Owner's Right to Retain

Owner may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as in the opinion of Owner, the Association is able to maintain the same. Legal title to the common properties shall vest in the Association at such time as Owner conveys it to the Association or at such time Owner no longer owns any lots in the platted subdivision. Owner, or its assigns, shall a right over all streets to develop adjacent land and Owner shall have a right of access on all streets for the purpose of developing adjacent land.

Section 2.

Lot Owners' Easements of Enjoyment

Every Lot Owner shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with

the title to every Lot subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Properties.

b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

c. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

Section 3.

Delegation of Use

Any Lot Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.

Low Maintenance Community

Tomahawk Valley, Sixth Plat shall be a low maintenance provided community meaning that all grass cutting and snow removal for all areas whether common or privately owned, (all sidewalks will have snow removal) shall be provided by the Association. The Association shall have the authority to enter a contract or contracts for maintenance and for the services of grass cutting and snow removal for two inches or more (this does not include ice removal). The cost for grass cutting will be included within the annual assessments to be paid as hereinafter provided. The cost for snow removal will be included and charge as a monthly charge only on an as needed and as used basis.

Section 2.

Creation of the Lien and Personal Obligation of Assessments

Lot Owners, for each Lot owned within the Properties hereby covenant, and each Lot Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

a. Annual assessments or charges which shall be paid in monthly payments.

The initial monthly amount per lot shall be $100.00; this fee will or may increase with any increase in cost of living charges assed to the HOA, and

b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Lot Owner of such Property at the time when the assessment fell due. Their personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

c. An initiation fee of $1,000.00 shall be payable by the new Owner to the Association, upon each of the following events with respect to each Lot:

(i) The initial occupancy of the residence on the Lot after the residence is constructed (which the initiation fee is in addition to the first regular monthly assessment, as it may be prorated); and,

(ii) Each subsequent transfer of ownership of the home.

d. The Association shall provide and pay for the costs of spring start-up, winterization, and repair and maintenance of any common lawn sprinkler system(s) installed by or for the Developer or the Association on the Lots and Common Areas, except that the Association shall not be obligated to pay for the repair or replace any damage caused by the negligence or willful misconduct of the Owner or the Owner's guests or contractors (which will be the responsibility of the Owner).

In the event of dissolution of the Association or failure of the Association to maintain any common area, the Lot Owner of each Lot shall be subject to an assessment for the cost incurred by any governmental authority in maintaining said common area.

Section 3.

Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Properties. The Board of Directors of the Association will have the power to fix the assessments, both annual and special, in such amounts as the Board of Directors shall determine, in its discretion.

Section 4.

Special Assessment for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the propose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Properties including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person at a meeting called for this purpose.

Section 5.

Notice and Quorum for Any Action Under Section 3

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. If the required quorum is not present at any such subsequent meeting another meeting may be called subject to the same notice requirement and the required quorum at the second subsequent meeting or any subsequent meeting thereafter called for lack of a quorum, shall continue to be one-half (1/2) of the required quorum at the initial meeting called for such purpose. In no event shall the required quorum fall below the presence of members entitled to cast twenty-five percent (25 %) of all the votes of each class of membership No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.

Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7.

Date of Commencement of Annual Assessments; Due Dates

The annual assessments provided for herein shall be estimated, determined and bill in advance for the coming calendar year. The annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of

each annual assessment. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance.

Section 8.

Effect of Non-Payment of Assessments;
Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the prime lending rate as published in the Wall Street Journal, as of the due date of the assessment. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Property. No Lot Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Properties or abandonment of a Lot.

Section 9.

Subordination of Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
GENERAL PROVISIONS

Section 1.

Properties Subject to this Declaration; Additions Thereto

a. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupies subject to this Declaration as of the date of this Declaration is that Property more specifically identified on Exhibit "A" attached hereto.

b. Additions to Existing Property. Owner reserves the right to add additional real estate to this Declaration in any of the following manners:

> If Owner is the owner of any real estate located in Tomahawk Valley, Sixth Plat to the City of Basehor, Kansas, or non-platted land abutting the subdivision, Owner may add any part thereof to this Declaration without the consent of Class A members of the Association at any time by filing of record a

supplementary declaration of covenants, conditions and restrictions, which shall subject the additional real estate and all improvements thereon to all covenants, conditions, restrictions and easements set forth in this Declaration. The supplementary declaration may contain such additional covenants, conditions, and restrictions applicable solely to the additional real estate as may be necessary or desirable as determined by Owner. In no event, however, shall such supplementary declaration modify or add to the covenants established by this Declaration for the existing Property without written consent obtained after at least thirty (30) days notice, of sixty percent (60%) or more of the Class A memberships and all Class B Memberships of the Association.

Section 2.

Duration

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Owner, or its successors and assigns, or by the Lot Owner of any real estate subject to the Declaration, their respective legal representative, heirs, successors and assign, for a term of ten (10) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of five (5) years. (THIS DECLARATION MAY BE CHANGED AT ANY TIME AFTER RECORDATION, BY EXECUTION AND RECORDAT1ON OF AN INSTRUMENT SIGNED BY THE THEN LOT OWNERS OF NO LESS THAN 5l PERCENT OF THE LOTS, AGREEINGTO CHANGE THE COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART, PROVIDED, HOWEVER, THAT NO SUCH AGREEMENT TO CHANGE SHALL BE EFFECTIVE UNLESS WRITTEN NOTICE OF THE PROPOSED AGREEMENT IS SENT TO EVERY LOT OWNER AT LEAST 60 DAYS IN ADVANCE OF ANY ACTION TAKEN.)

Section 3.

Notices

Any notice required to be sent to any member or Lot Owner under the provisions of this Declaration shall be deemed to have been property sent when mailed, postage prepaid, to the last known address of the person who appears as a member or Lot Owner on the records of the Owner or Association at the time of such mailing.

Section 4 .

Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or

attempting to violate any covenant or restriction, either to restrain a violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.

Severability

In the event any one of these covenants or restrictions are held invalid by a judgment or court order, this shall in no way affect any other provisions which shall remain in full force and effect.

Section 6.

Amendment

By written consent of two-thirds (2/3) of the Lot Owners of the area of land within the district then constituted, evidenced by a Declaration duly executed and acknowledged by such Lot Owners and recorded in the office of the Register of Deeds of Leavenworth County, Kansas, this instrument may be modified and amended.

Section 7.

Insurance

The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, such forms, types and amounts of insurance coverage as the Board in its discretion, deems advisable. Types of insurance the Board may obtain shall include, but are not limited to, casualty insurance to cover damage or loss up to the replacement cost of improvements located upon the real estate owned by the Association by reason of fire or other hazard covered by a standard extended coverage endorsement; casualty insurance to cover such other risks as shall customarily be covered with respect to property similar in construction, location and use; public liability insurance; workmen's compensation insurance, to the extent necessary to comply with any applicable law; a legal expense indemnity endorsement or its equivalent affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been made a party by reason of his, or her services as such; fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers; and such other policies of insurance, including blanket policies of insurance for the Common Properties, if authorized by applicable Kansas law and by the Board of Directors of the Association.

Section 8.

Amendment Right Reserved by Owner

NOTWITHSTANDING ANY OTHER PROVISION IN THIS DECLARATION REGARDING AMENDMENT OR DURATION OF THE SAME, OWNER (TOMAHAWK VALLEY, LLC) RESERVES UNTO ITSELF, AND TO ITS SUCCESSORS AND ASSIGNS , THE RIGHT TO MODIFY OR AMEND THIS DECLARATION IN ANY WAY IT SHALL DEEM APPROPRIATE, SO LONG AS IT SHALL OWN ANY LOT IN THE PLATTED SUBDIVISION OF TOMAHAWK VALLEY, SIXTH PLAT.

TOMAHAWK VALLEY, LLC

By: Darla A Miles

Darla A. Miles, Manager
Tomahawk Valley, LLC
ACKNOWLEDGEMENT

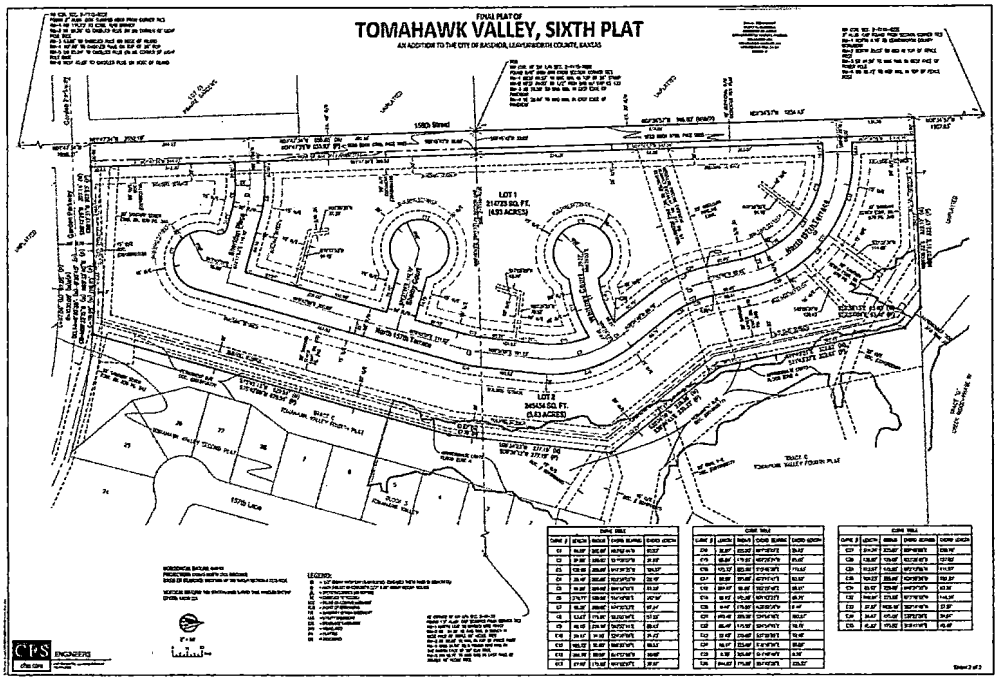
EXHIBIT A

Legal Description

A TRACT OF LAND IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 22 EAST IN THE CITY OF BASEHOR, LEAVENWORTH, KANSAS MORE PARTICUARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 88°45'43" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 158TH STREET, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 01°34'57" WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 746.85 FEET; THENCE NORTH 88°07'26" EAST, DEPARTING SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 292.04 FEET; THENCE SOUTH 52°37'09" EAST, A DISTANCE OF 43.41 FEET; THENCE SOUTH 11°43'42" EAST, A DISTANCE OF 322.61 FEET; THENCE SOUTH 38°04'48" EAST, A DISTANCE OF 235.33 FEET; THENCE SOUTH 06°34'07" WEST, A DISTANCE OF 219.48 FEET, TO A POINT ON SAID NORTH SECTION LINE OF THE SOUTHWEST QUARTER; THENCE CONTINUING SOUTH 06°34'07" WEST, DEPARTING SAID NORTH SECTION LINE, A DISTANCE OF 57.71 FEET; THENCE SOUTH 15°42'04" WEST, A DISTANCE OF 629.51 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GARDEN PARKWAY, AS NOW ESTABLISHED; THENCE IN A CURVE TO THE LEFT ALONG SAID NORTH RIGHT OF WAY LINE HAVING AN INITIAL TANGENT BEARING OF NORTH 85°17'34" WEST, A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 06°30'00" AND AN ARC LENGTH OF 116.85 FEET; THENCE SOUTH 88°12'26" WEST, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE 167.23 FEET, TO A POINT AT THE INTERSECTION WITH SAID EAST RIGHT OF WAY LINE OF NORTH 158TH STREET; THENCE NORTH 01°47'34" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE AND ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 655.54 FEET; THENCE SOUTH 88°45'43" WEST, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 13.08 ACRES OR 569,719.0 SQUARE FEET, MORE OR LESS.

Exhibit B


FINAL PLAT OF
TOMAHAWK VALLEY, SIXTH PLAT
AN ADDITION TO THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS
155th Street
LOT 1
LOT 2
CFS ENGINEERS

FINAL PLAT OF

TOMAHAWK VALLEY, SIXTH PLAT

AN ADDITION TO THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

LEGAL DESCRIPTION:

GENERAL NOTES:

SITE SUMMARY:

DEDICATION:

EXECUTION:

ACKNOWLEDGMENT:

APPROVALS:

CERTIFICATE OF SURVEYOR:

BENCHMARK BASED ON MAYOR:

Location Map

PROJECT LOCATION

CFS ENGINEERS

Kansas Notary Acknowledgment

The State of Kansas

County of Leavenworth

This document was acknowledged before me on December 17, 2021 (date) by Darla A. Miles (name of person(s).

Notary Public Signature

Print Jane L. Breuer

My commission expires: 2/20/24

JANE L. BREUER
My Appt. Exp. 2/20/24