AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CROWN POINT ADDITION TO THE CITY OF HESSTON, KANSAS

THIS AMENDED AND RESTATED Declaration of Covenants, Conditions and Restrictions for Crown Point Addition, now known as Crown Point Replat, to the City of Hesston, Kansas is made effective this 1st day of October, 2026 by the CROWN POINT HOMEOWNERS ASSOCIATION ("Association").

WITNESSETH:

Developer has heretofore made and recorded in the office of the Register of Deeds of Harvey County, Kansas, a Declaration of Covenants, Conditions and Restrictions for Crown Point Addition to the City of Hesston, Kansas, dated the 1st day of August, 1991, recorded in the office of the Register of Deeds of Harvey County, Kansas, on the 2nd day of August, 1991, in Book 329 at Page 790, as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Crown Point Addition to the City of Hesston, Kansas, dated the 9th day of August, 1991, recorded in the office of the Register of Deeds of Harvey County, Kansas, on the 9th day of August. 1991, in Book 330 at Page 3, and as amended by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Crown Point Addition to the City of Hesston, Kansas, dated the 25th day of October, 2004, recorded in the office of the Register of Deeds of Harvey County, Kansas, on the 22nd day of November, 2004, in Book 391 at Page 827. By the terms of Article VIII, paragraph 4 of the Declaration, At such time as the Association is formed, the power to amend this Declaration shall be in the Association, provided that any such amendment be approved by at least two-thirds (2/3) of the Owners. Any amendment must be recorded; and

WHEREAS, Crown Point Addition, now known as Crown Point Replat by virtue of a replat of Crown Point Addition recorded in the office of the Register of Deeds of Harvey County, Kansas, on the 22nd day of August, 1991, in Miscellaneous Book 330 at Page 189, Plat Book 2 at Page 304;

WHEREAS, the Crown Point Homeowners Association has been incorporated and established; and

NOW THEREFORE, the Association, with two-thirds (2/3) approval of the Owners, hereby amends. modifies, and restates said Declaration of Covenants, Conditions and Restriction for Crown Point Addition, now known as Crown Point Replat to the City of Hesston, Kansas as follows:

KNOW ALL PERSONS BY THESE PRESENTS:

King Ventures, Inc., a Kansas corporation has established a general plan for the improvement and development of the premises and declares the covenants, conditions, and restrictions upon which and subject to which all lots and portions of lots shall be improved, sold, and conveyed by it as Owner. Each and every one of these covenants, conditions, and restrictions is for the benefit of each Owner of land in the subdivision, or any mortgage or other interest therein, and shall inure to and pass with each and every parcel of the subdivision and every interest therein, and shall bind the respective successors and assigns in interest of the present Owner. These covenants, conditions, and restrictions are each imposed upon the lots, all of which are to be construed as restrictive covenants running with the title to the lots and with each and every parcel.

Article I

Definitions

1. "Association" shall mean and refer to that organization which will be formed as a not for profit corporation by the Developer for the Crown Point Lot owners, and its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as May hereinafter be brought within the jurisdiction of the Association.
4. "Common Area" shall mean all real property (including improvements thereto) owned or hereafter acquired by the Association for the common use and enjoyment of the Owners. The Common Area also includes that portion of the Properties shown on and identified as common areas in any recorded subdivision map.
5. "Lot" shall mean and refer to each single contiguous parcel of property sold by Owner which parcel may consist of all or part of one or more lots shown on any recorded subdivision map of the Properties excluding the Common Areas and boundary fence.

Article II

Property Uses and Restrictions

The Lots and each and every one of them are for family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment, , lodging house, rooming house, hospital, sanitarium, professional office, shall be erected, placed, permitted, or maintained on any Lot, or on any part of any Lot. No improvements or structures whatever, other than a first class private dwelling house, patio walls, swimming pool, may be erected, placed, or maintained on any Lot in the premises. In addition, each Lot shall be subject to the following restrictions:

1. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot. Satellite receiver dishes may be installed with approval of the Architectural Control Committee.
2. No boat, boat trailer, house trailer, camper, camper trailer, recreational vehicle, , or similar item shall be stored or permanently, continually, or regularly parked in and on any street, the Common Area; including any public parking areas, or in the open on any Lot or driveway. All other vehicles shall be parked in the garage or driveway and not continually parked on a regular basis in the street.
3. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.
4. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks located in the Common Area.
5. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

6. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.
7. No laundry shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence or during periods of construction or repair.
8. No political signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said Lots without the written consent of the Architectural Control Committee, provided however, that permission is hereby granted for the 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 five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or for lease the Lot or tract upon which it is erected. Approved signage shall not interfere with ongoing lawn care and maintenance..
9. No Lot, Unit, or Dwelling within the Association shall be leased, rented, licensed, or otherwise occupied by any person other than the Owner for a period of less than thirty (30) consecutive days.
10. The use of any Lot, Unit, or Dwelling for transient or short-term rental purposes, including but not limited to rentals facilitated through online or app-based platforms such as Airbnb, VRBO, HomeAway, Booking.com, or similar services, is expressly prohibited.
    a. For purposes of this Section, a “short-term rental” shall mean any rental, lease, license, or occupancy arrangement for a period of fewer than thirty (30) consecutive days, whether or not consideration is exchanged. Homeowners are responsible for tenant behavior during the time the home is rented or otherwise occupied.
11. Security cameras or surveillance devices installed on a Lot shall be positioned and used solely for the purpose of monitoring the Owner’s property. Cameras shall not be directed toward neighboring Lots, the interior of adjacent dwellings, or other areas where a reasonable expectation of privacy exists. Limited incidental capture of adjacent areas or Common Areas is permissible only to the extent unavoidable. All cameras must be installed and maintained in a manner that complies with applicable laws and does not create a nuisance or unreasonable disturbance to neighboring properties.

Article III

Homeowner's Association

For the purposes of owning and maintaining Common Areas and providing other necessary services as may be deemed necessary, each and every Lot Owner, in accepting a deed or contract for any Lot in the premises, agrees to and shall be a member of and be subject to the obligations and duly enacted bylaws and rules of the Crown Point Homeowner’s Association, a nonprofit corporation. The Association will be required to accept ownership of the Common Areas and will be responsible for and shall assume the obligation to maintain and care for the Common Areas and to pay any taxes, insurance, or other costs of ownership.

Association voting membership: Voting members shall be all Lot Owners, and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot.

Article IV

Architectural Control

No construction, alteration, or addition of any kind shall be commenced, erected, placed, or maintained on any Lot until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

The Architectural Control Committee shall have the authority to approve or disapprove such plans in its sole discretion, based on considerations including, but not limited to, harmony of external design, location in relation to surrounding structures and topography, and conformity with the overall aesthetic standards of the Homeowners Association.

Requests for approval shall be submitted in writing to the Architectural Control Committee. The Committee shall render a decision within a reasonable time period as established by the Association. In the event the Committee fails to respond within such time period, the request shall be deemed denied unless otherwise provided by the Association's rules.

No work shall begin until written approval is received. Any improvements made without approval may be required to be modified or removed at the Owner's expense.

The Architectural Control Committee shall have the authority to inspect and give final approval of any building constructed on the Property to assure compliance with approved plans and the covenants, conditions, and restrictions herein.

The following initial policy guidelines have been established:

1. All new roofs shall be of composition shingle, or other similar types as approved by the Architectural Control Committee. Roof color shall generally conform to the color palette of existing structures.
2. All exterior walls of homes shall be predominately of brick. All designs, including exterior remodels, are subject to written approval by the Architectural Control Committee. Brick color, siding, and roofing material shall generally conform to the color palette of surrounding neighborhood structures.
3. No fences of any kind shall be erected, installed, or maintained on any Lot within the Association. This prohibition includes, but is not limited to, privacy fences, decorative fences, chain-link fences, wood fences, vinyl fences, and any other form of boundary enclosure. No Owner shall enclose or otherwise partition any portion of a Lot with fencing materials or similar structures. Exceptions, if any, may only be granted by the Architectural Review Committee in writing for limited purposes such as temporary safety barriers, and such approvals shall be at the sole discretion of the Committee. The perimeter boundary fence is the property of the Association. No Lot Owner shall remove, alter, or otherwise modify any portion of the boundary fence without the prior written consent of the Architectural Control Committee. No planting, landscaping, or structures of any kind shall be installed, erected, or maintained outside of the boundary fence, as that is city property.
4. No basketball goals/backboards or supports shall be permitted on any properties other than the common area. .
5. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted on any Lot without the express written consent of the Association. The

Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

6. All construction must commence within two (2) years of the date of purchase of the Lot and be completed within one (1) year from the commencement thereof. Landscaping, including installation of a sprinkler system, must be completed within six (6) months from the commencement thereof, provided, however, that the Architectural Control Committee may make exceptions for seasonal related issues. If construction has not commenced within two (2) years of purchase of the Lot, the Lot owner will be assessed the full annual HOA fees beginning the third year. Until that time, a partial HOA fee will be assessed to cover mowing and weed control. The assessment amount shall be uniform for all lots and is to be determined by the Association.
7. The installation of solar panels or other renewable energy systems on any Lot or structure shall require prior written approval from the Architectural Control Committee. All such installations must be submitted for review, including detailed plans and specifications identifying location, design, materials, and method of installation. The Committee shall evaluate proposals for aesthetic compatibility with the community, placement, visibility, and overall impact on neighboring Lots and Common Areas.
8. No seasonal lights or other large decorations shall be installed for more than forty-five (45) days or in place for more than sixty (60) days each year. No Christmas lights shall be lighted before the week of Thanksgiving, and shall be removed by January 15 of the following year.
9. No window shall be covered by metal foil or any other reflective material other than a product specifically intended for energy conservation.
10. All firewood stacks shall be screened from view from neighboring Lots.

Article V

Monthly Assessments

1. Monthly Assessments. The Association shall have the authority to assess each Lot Owner whose home is substantially completed a reasonable monthly assessment for the improvement and maintenance of the Common Areas. The substantial completion of a home shall be determined by the Board of Directors. The monthly assessment must be fixed at a uniform rate for all Lots and may be changed pursuant to the bylaws of the Association. Lot owners who have constructed a home on more than one Lot shall be assessed only for one of the Lots. Lot Owners who have not substantially completed construction of homes shall be assessed a partial assessment to cover mowing and weed control on the Lot. The assessment amount shall be uniform for all lots and is to be determined by the Association.
2. Each Owner by acceptance of his or her deed, is deemed to covenant and agrees to pay these assessments. All such assessments, together with interest at the highest rate allowable under the laws of Kansas from time to time relating to usury for residential real estate loans, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot and its improvements against which each assessment is made.

   Each such assessment, together with interest, cost, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment arose and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a property pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such acquisition of title. Assessments shall be paid

in such manner and on such dates as may be fixed by the board of directors which may include, without limitation, acceleration of the past due assessments for delinquents.

3. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. Any special assessment shall be fixed at a uniform rate for all Lots whose Owners are required to pay monthly assessments.
4. Notice and Quorum for any Special Assessment. Written notice of any meeting called for the purpose of considering a special assessment under Item 3, above, 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 or of proxies: entitled to cast sixty percent (60%) of all the votes 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 at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Article VI

Enforcement of Restrictions

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

Article VII

General Provisions

Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive ten (10) year period, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Waiver. No delay or omission on the part of the Association, or the Owners of other property in exercising any right, power, or remedy herein provided, in the event of any breach of the covenants, conditions, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall the action be brought or maintained by anyone whatsoever against the Association, or the Owner of other property in the premises for or on account of their failure to bring any action on account of any breach of these covenants, conditions, or restrictions or for imposing restrictions herein which may be unenforceable by the Association.

Severability. In the event any one or more of the foregoing covenants, conditions or restrictions is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, and restrictions not declared to be void or unenforceable, but all of the remaining covenants, conditions, and restrictions not expressly held to be void-or unenforceable shall continue unimpaired and shall be in full force and effect.

Amendments. The Association reserves unto itself the right to amend this Declaration provided such amendments do not materially reduce the Association's obligations hereunder. The power to amend this Declaration shall be in the Association; provided, that any such amendment be approved by at least two-thirds (2/3) of the Owners. Any amendment must be recorded.

IN WITNESS WHEREOF Crown Point Homeowners Association, as Association, has caused this instrument to be executed by its duly authorized Officer.

CROWN POINT HOMEOWNERS ASSOCIATION

By: Kami L. Regier

President: Kami L. Regier

ATTESTATION:

By: Molly Anderson

Secretary: Molly Anderson

STATE OF KANSAS

COUNTY OF HARVEY

The foregoing was acknowledged this 17th day of September, 2026 by Kami Regier on behalf of Crown Point Homeowners Association.

My appointment expires: 6-24-2028

Susan R Swartzendruber

Notary Public

NOTARY PUBLIC, State of Kansas
SUSAN R. SWARTZENDRUBER
My Appt. Exp 6-24-2028