



ACKNOWLEDGEMENT OF RECEIPT WILLOW SPRINGS DISCLOSURES AND RESTRICTIVE COVENANTS

PROSPECT NAME: _____

LOT _____ BLOCK _____

I am in receipt of the disclosures or information listed below pertaining to the Willow Springs development by initialing below:

- _____ Location and Price of available lots and Willow Springs Plat Map
- _____ Covenants Conditions & Restrictions of Record for Willow Springs HOA
- _____ Subdivision Disclosure and Purchaser Acknowledgment of Willow Springs
- _____ Lake Rules
- _____ DRC Homeowners' Guide
- _____ Exclusive Builder Agreement
- _____ Pre Construction Plan Approval
- _____ Post Closing Drainage Matters
- _____ All home plans are subject to Design Review Committee Approval
- _____ BRETTA and Real Estate Agency Disclosure

A member of the development company is a licensed real estate broker in the state of Kansas. Compensation of any legal or agency representation purchaser chooses to employ shall be the sole responsibility of the purchaser.

| | | | |
|---------------------|-------|---------------------|-------|
| _____ | _____ | _____ | _____ |
| Purchaser Signature | Date | Purchaser Signature | Date |
| Cell Phone: _____ | | Cell Phone: _____ | |
| E-mail: _____ | | E-mail: _____ | |

SUBDIVISION DISCLOSURE AND PURCHASER ACKNOWLEDGMENT

1. The disclosures and acknowledgments contained in this document relate to a residential development platted as Willow Springs Addition, Valley Center, Sedgwick County, Kansas and marketed as "Willow Springs" (the "Subdivision"). Willow Springs, LLC is the developer of the Subdivision ("Developer").
 2. The undersigned (whether one or more the "Purchaser") is acquiring the Lot "AS IS" subject to any specific provisions contained in Purchaser's purchase contract.
 3. Information concerning the zoning status and land use alternatives applicable to the Subdivision and any other real estate in the vicinity of the Subdivision may be obtained from the Metropolitan Area Planning Department in Wichita, Kansas, at (316) 268-4421 and/or Planning and Zoning in Valley Center, Kansas (316) 755-7310. Purchaser acknowledges that he/she has independently obtained all information Purchaser desires regarding such zoning and potential land use alternatives, including possible development of commercial, office or apartment or other multifamily uses in the vicinity of the Subdivision.
- General taxes are established by various governmental agencies and cover police and fire protection, street maintenance and school assessments. According to Sedgwick County, your general taxes are currently estimated to be 1.27% (+/-) of the future tax appraisal value as determined by the county. The development improvements will be privately constructed without the use of Special Tax assessments. This is not a guarantee the City or County will not implement special assessments such as for road paving, etc. in the future.
4. Purchaser acknowledges receiving and becoming familiar with the Declaration Of Covenants, Conditions, Restrictions, Easements And Disclosures, and any subsequent amendments thereto (collectively, the "Declaration"), and agrees to abide by the same. Developer may unilaterally amend, including restatements, waivers, modifications, deletions, alterations, removals, changes and additions, the Declaration in its sole discretion, from time to time, so long as Developer (or its successors and assigns) retains ownership of a sufficient number of Lots so that the number of votes attributable to Developer's Lots under the Declaration constitute a majority of the total authorized number of votes attributable to all Lots within the Property.
 5. The Declaration specifies that each Lot Owner shall be a member in the Willow Springs Homeowners' Association ("H.O.A"). All Lots are subject to annual H.O.A. dues or assessments, with the initial annual general assessment to be determined and paid on an annual basis of each calendar year (or such other basis designated from time-to-time) commencing on a date selected by Developer, which may be increased from time-to-time. Subject to certain exemptions, a to be determined transfer fee is required to be paid to the H.O.A. by the purchaser when ownership of a Lot is transferred. The Board has the authority to fine Owners and Lots for any violation of the Declaration or rules adopted by the Board from time-to-time. Land may be removed from the Common Area from time to time and devoted to other uses. Developer shall convey the Common Area to the H.O.A. and the H.O.A. shall be fully responsible for the maintenance and operation of the Common Area, Private Road(s) maintenance and improvements therein and payment of the loans(s) referenced above. The Common Area may be reconfigured or eliminated at any time.
 6. Developer and/or the H.O.A. has, or will, obtain, renew or refinance from time to time a loan or loans to pay the costs of installing or constructing amenities or improvements (including, but not limited to, signage, private road(s), boat ramps, sidewalks, walking and cart paths, irrigation improvements, plantings, landscaping and pond areas within the Common Area. The H.O.A. dues and transfer fees shall be utilized to repay such financing. Such loan(s)

shall be secured by a mortgage on the Common Area. The H.O.A. shall indemnify, defend and hold Developer and its members harmless from any proceedings, liabilities, costs or expenses related to such loan(s) as renewed and refinanced from time to time, and any guarantees thereof.

Unless Prospect is advised otherwise in writing, as part of the closing under the Lot purchase agreement, the Seller has established an Exclusive Builder's Program for the development in which the Lot is located and the Lot is subject to the terms of such Exclusive Builder's Program. Pursuant to such program, Sharp Homes, Inc. shall be the sole exclusive building contractor authorized to construct residences on lots within such development. Prospect hereby agrees that the construction and completion of the initial residence and related improvements on the Lot shall only be performed by Sharp Homes, Inc. and the improvements shall meet the construction standards as outlined in the DRC Homeowners' Guide. The obligation to utilize the Exclusive Builder for the purposes described herein shall be binding on and inure to the benefit of Seller, Prospect and their respective heirs, successors and assigns (including successor owners of the Lot), and Seller may include provisions to that effect as part of Seller's deed, or in an affidavit executed only by Seller referring hereto.

7. The Design Committee shall have responsibility for the review, approval, or disapproval of plans for all matters pertaining to construction and completion of the initial residence and related Structures on a Lot and shall review, approve or disapprove all matters pertaining to grading and drainage matters affecting the Lot and construction on a Lot following completion and occupancy of an initial residence. The Declaration substantially limits home occupations and conduct of business of residents in the Subdivision. All fences and walls and any other exterior improvement to the lot shall be approved by the Design Committee prior to construction or installation on any Lot.

8. With certain limited exceptions, the Declaration specifies, among other things, that any action (a) to seek enforcement or to prevent the breach of any covenants or restrictions contained in the Declaration, (b) pertaining to a Lot or the Common Area, (c) any claim asserted by a Lot Owner or Owners against Developer and/or any real estate broker, agent or sales person participating in the sale of a Lot for any reason, and (d) other matters shall be resolved solely and exclusively by arbitration in accordance with the Kansas Uniform Arbitration Act.

9. Each Owner must arrange for the engineering firm required by the Developer or the Board, to prepare, at Owner's expense, a grading plan for such Owner's Lot prior to the commencement of construction thereon, and following the completion of such construction, each Owner shall have such engineering firm verify that the Lot complies with such grading plan. The Owner of each Lot is required to comply with the same and substantial rights and remedies are available to the board of directors of the H.O.A. and Developer in the event any Lot is not in compliance with such drainage plan. Purchaser acknowledges that under certain circumstances and conditions water may encroach into the yard areas within Purchaser's Lot, and Purchaser has investigated such potential circumstances and conditions to Purchaser's satisfaction. Purchaser agrees to meet with representatives of the H.O.A. promptly following the date hereto in order to be fully informed concerning grading and drainage matters pertaining to the Lot. Purchaser agrees to conduct activities on his/her Lot strictly in accordance with the requirements now or hereafter in effect by reason of the Kansas Water Pollution Control General Permit And Authorization To Discharge Stormwater Run-Off From Construction Activities Under the National Pollutant Discharge Elimination System.

10. Purchaser has independently satisfied himself/herself as to whether any oil and/or gas pipeline(s) and/or any underground or overhead transmission lines exist in, under or within the vicinity of Purchaser's Lot and Purchaser is aware of requirements for location of Structures as a result of any easements or rights-of-way associated therewith. Purchaser should not rely on the Property plat to determine the location of utility or other easements or rights-of-way. Such easements or rights-of-way are often created by separate instruments not shown on the plat.

11. Developer reserves the right to revise from time to time, without the Lot Owners' consent, any of its development plans relating to the Subdivision, including the plat of the Subdivision and the master drainage and grading plan.

12. Purchaser is hereby notified that a member of the development company is a licensed real estate broker in the state of Kansas.. Compensation of any legal or agency representation purchaser chooses to employ shall be the sole responsibility of the purchaser.

13. If the Owner of any Lot, whether the original purchaser from the original purchaser or a subsequent Owner, fails to construct, complete, including receipt of a certificate of occupancy from the City of Valley Center, a residence on such Lot within 365 days of the initial purchase of the Lot from Developer, the then Owner of such Lot shall pay to Developer the amount of \$10,000.00 on or before expiration of the 365 days. Upon the failure of the Owner of such Lot to fully and timely pay such amount to Developer, Developer shall have all rights and remedies as if such failure constituted a delinquent assessment under the Declaration.

14. No public sanitary water or sewer system serves the Property. The Owner(s) of each Lot shall be required to install a private well and sewer system approved by the Developer or the Board. Electricity is available and provided to each lot by the developer. Propane may be purchased and installed by the Owner, if desired. Propane tanks must be buried underground in an area within the Lot approved by the DRC.

15. The Design Committee may approve and allow nontraditional residences, including flat roofed residences.

16. Developers do not guarantee water levels or water conditions in lakes as water levels and conditions depend on several factors such as rainfall, temperature, wind, etc.

17. The foregoing disclosures and information are not all-encompassing and briefly address portions of information which have been provided to the Purchaser by way of the Declaration, the purchase contract (and documents related thereto), and the plat of the Subdivision. IN THE EVENT OF ANY INCONSISTENCY WITH THE PROVISIONS HEREOF AND THE PROVISIONS CONTAINED IN THE DECLARATION, THE PROVISIONS OF THE DECLARATION SHALL CONTROL. THE PURCHASER IS RESPONSIBLE FOR BEING FULLY FAMILIAR WITH THE ENTIRE DECLARATION AND NOT JUST THE BRIEF SUMMARY CONTAINED HEREIN. NO EMPLOYEE OR AGENT OF DEVELOPER IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY WHICH CONTRADICTS THE MATTERS CONTAINED IN THE WRITTEN INFORMATION PROVIDED BY DEVELOPER TO PURCHASER. Purchaser acknowledges that it has not relied on any representation or warranty other than representations or warranties, if any, contained in documentation provided by Developer.

18. In the event Purchaser sells his/her Lot, Purchaser hereby agrees to require as part of Purchaser's contract of sale that the buyer execute and deliver to the H.O.A. the then current form of this disclosure at, or prior to closing, of such sale by Purchaser.

If Prospect has any questions relating to the enclosed material that they do not fully understand, then Prospect may wish to seek legal counsel regarding these questions.

Purchaser Signature

Date

Purchaser Signature

Date

DESIGN GUIDELINES

WILLOW SPRINGS ADDITION

INTRODUCTION

These Design Guidelines were created to ensure that the high standards of Willow Springs development are consistently applied within the Development to help maintain these high standards, aesthetic quality and material quality, and to maintain optimal investment values within the Development. The exterior consistency, material quality, and overall concept of the Development are considered to be of the utmost importance, and these Design Guidelines are intended to maintain within the overall community the aesthetic relationship of building to site and building to building. These Design Guidelines are binding upon each owner ("Owner") of a residential lot ("Lot") within the Development, and any other individual or entity ("Builder") who is developing a Lot for sale or for its (their) intended use within the Development. These Design Guidelines shall not apply to any activities of the Declarant.

No builder that is not pre-approved by Declarant will be allowed to construct homes in the Development. It is important to assure that there is continuity in the community as it develops and, therefore, certain standards and requirements have been established to guide future construction. The standards and requirements set forth in these Design Guidelines have been adopted by the Design Review Committee established pursuant to the Declaration of Covenants, Conditions, Restrictions, Disclosures and Easements for Willow Springs ("Declaration"). These Design Guidelines are in addition to the use restrictions and other provisions of the Declaration. Unless otherwise defined in these Design Guidelines, each capitalized term used in these Design Guidelines shall have the meaning given to such term in the Declaration.

The Declaration provides for the establishment of a Design Review Committee (the "DRC"). The DRC will consider and act upon all proposals or plans submitted pursuant to these Design Guidelines. The DRC is also authorized to interpret and amend these Design Guidelines. The Declaration and these Design Guidelines are binding upon all Owners of Lots and other property within the Development and should be consulted prior to any intended construction, reconstruction, or modification to any improvement in the Development. These Design Guidelines are intended to include certain of the standards that the DRC will consider when reviewing all proposals or plans submitted. Since it is not the DRC's intent to inhibit architectural creativity, exact architectural requirements are not contained herein.

These Design Guidelines, therefore, contain specific requirements whenever possible and conceptual information and standards in other instances. The DRC shall have the authority to interpret these Design Guidelines on behalf of the Association and approve variances on a case-by-case basis. In the event there is an inconsistency in the interpretation between an Owner and the DRC, the interpretation of the DRC will control. These Design Guidelines may be amended by the DRC in its discretion.

All plans, drawings and specifications approved by the DRC are not approved for engineering, design or architectural competence. Through its approval of such plans, drawings and specifications, the DRC does not assume liability or responsibility therefore or for any defect in any structure constructed from such plans, drawings and specifications. The Declarant, members of the DRC and members of the Board shall not be liable to any Owner, Builder, or any other person or entity for any damage, loss or prejudice suffered or claimed because of: (i) the approval or disapproval of any plans, drawings or specifications, whether or not defective; or (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings or specifications.

WILLOW SPRINGS DRC DESIGN SUBMITTALS

Prior to commencing construction of any Structure or other improvement to any Lot, or additions to or changes or alterations to any Structure or other improvement on any Lot, including exterior color scheme, or any change in the grade of a Lot, the Owner or Builder shall submit to the DRC the following:

For all Structures:

- Site plan of the Lot with improvement plans and specifications for all site improvements (including, without limitation, the residence, driveway/walks, location of exterior HVAC equipment, location of alternate sewer system, etc.)
- Grading and drainage plan as approved by Baughman Company (to be in compliance with the grading and drainage plan of the Development)
- Complete blueprints in 1/4" scale required to be submitted

For landscaping:

- Scaled landscaping plan showing all landscaping and irrigation with a plant list (and identifying all plant materials on such plan), and identifying any hardscape

EXTERIOR BUILDING MATERIALS AND SPECIFICATIONS

All exterior finishes must be identified and submitted to assure consistency and quality in the design of the residences in the Development, including but not limited to:

Roofing Material(s)

Exterior Walls Covering

Masonry including Mortar Color

Garage Doors

Exterior Paint Colors

Exterior Window Color & Material

Front Doors

Decorative Accents

A. WILLOW SPRINGS ESTATES (1ST ADDITION) BUILDING REQUIREMENTS:

MINIMUM INTERIOR ABOVE GROUND FINISHED AREA

- Single Story Residences - 3000 square feet
- Two-Story Residences - 3000 square feet
- Minimum of a 4-car attached garage

EXTERIOR FINISHES

- Front of Residence shall have a minimum of 40% coverage of stone, brick or concrete stucco
- All sides and rear of residence shall have matching stone, brick or concrete stucco materials in some capacity
- All attached or detached structures shall have matching stone, brick or concrete stucco materials in some capacity
- Limited lifetime composition shingle, TPO, Metal, Architectural Shingle or a combination thereof are approved roofing materials
- No yard statues or figurines shall be allowed
- No solar panels shall be allowed

FENCING AND PRIVACY SCREENING

- Black wrought iron fencing, 5' in height is the required fencing around the perimeter of the property
- Privacy fencing around pool or other privatized areas may be constructed of black metal tubing with cedar or pine car siding, painted or stained to match residence colors as approved

MINIMUM PROPERTY LINE SETBACKS:

- Minimum rear setback of 80' from property line to any structure
- Minimum front setback of 130' from property line to any structure
- Minimum side setbacks of 20' each side from property lines to any structure

LANDSCAPING DESIGN/REQUIREMENTS

- A minimum of ten (10) trees with a minimum trunk diameter of 3" are required per lot
- Mulched landscaping beds consisting of a variety of flowering and non-flowering plants are required along the front of each residence
- Up to 30% of the lot may consist of native, prairie grasses with the areas directly surrounding the structures and driveways are required to be lined with maintained fescue grass
- Irrigation system is required for maintained areas

GARDENS AND FARM ANIMALS

- Gardens may be planted in rear of yards only with approved screening
- Chicken Coops and Kennels may be constructed within the interior of an attached garage or detached structure; fencing and roofing to be consistent with the aesthetics of the residence and other structures
- A maximum of ten (10) Chickens (hens only); five (5) dogs, five (5) cats and ten (10) rabbits are permitted; no farm animals are permitted

B. WILLOW SPRINGS (2ND ADDITION) BUILDING REQUIREMENTS:

MINIMUM INTERIOR ABOVE GROUND FINISHED AREA

- Single Story Residences - 1700 square feet
- Two-Story Residences - 2000 square feet
- Minimum of a 3-car attached garage

EXTERIOR FINISHES

- Residences and detached structures shall have a minimum approved coverage of stone, brick or concrete stucco
- Limited lifetime composition shingle, TPO, Metal, Architectural Shingle or a combination thereof
- No yard statues or figurines shall be allowed
- No solar panels shall be allowed

FENCING AND PRIVACY SCREENING

- Black wrought iron fencing, 5' in height is the approved fencing around the perimeter of the property
- Privacy fencing around pool or other privatized areas may be constructed of black metal tubing with cedar or pine car siding, painted or stained to match residence colors as approved

MINIMUM PROPERTY LINE SETBACKS:

- Minimum front setback of 50' from property line to any structure
- Minimum rear setback of 20' from property line to any structure
- Minimum side setbacks of 15' each side from property lines to any structure

LANDSCAPING DESIGN/REQUIREMENTS

- A minimum of four (4) trees with a minimum trunk diameter of 3" are required per lot
- Mulched landscaping beds consisting of a variety of flowering and non-flowering plants are required along the front of each residence
- Up to 50% of the lot may consist of native, prairie grasses with the areas directly surrounding the structures and driveways are required to be lined with maintained fescue grass
- Irrigation system is required for maintained areas

GARDENS AND FARM ANIMALS

- Gardens may be planted in rear of yards only with approved screening
- Animal enclosures may be constructed in rear yards and in accordance with Sedgwick County ordinances
- A maximum of ten (10) Chickens (hens only); five (5) dogs, five (5) cats and ten (10) rabbits are permitted; livestock animals are permitted within Sedgwick County ordinances

ACKNOWLEDGEMENT OF CLOSING GRADE COMPLETION AND POST CLOSING DRAINAGE MATTERS

This Acknowledgement ("Acknowledgment") related to:

Lot _____ Block _____, Willow Springs Addition, Address: _____

Is executed by: Owner: _____ ("Owner"), Builder: SHARP HOMES, INC. ("Builder"),
and Willow Springs, LLC ("Developer")

This Acknowledgement shall be for the benefit of Builder, Owner and the Developer of Willow Springs Addition.

1. Purchaser intends for the builder to construct a residence and related improvements on the Lot for Owner. As part of the completion of such construction, Builder will grade the Lot pursuant to local standard residential building practices and to grades established by a Lot Grading Plan by Baughman Engineering Company, ("Lot Grading Plan").

A. Subdivision Lot Grading Plan Certification will be obtained from Baughman Engineering Company (the "Lot Grading Certification") and provided to Owner to show the actual Lot grades. Builder will backfill with soil around the Lot and around the foundation of the building improvements constructed on the Lot according to local standard residential building practices to permit water drainage away from the buildings and throughout the Lot.

2. Owner acknowledges and recognizes the Owner must maintain the grade of the Lot per the approved Lot Grading Plan to ensure proper drainage of the Lot and to avoid improper drainage onto other lots or Common Areas within the subdivision in which the Lot is located. Landscaping improvements made from time to time by the owner require approval from the DRC as required by the homeowners covenants (As referred to in Para 4.A. below).

3. It is the Owner's responsibility to prepare the Lot for the Owner's selected landscape materials and design. Further grading of the lot may be necessary for installation of lawn and landscaping and depending on selection of seed or sod. Often through erosion from normal rains or in the process of planting grass seeds, creating berms, sodding the lawn, creating rock, bark and other landscape areas, installing irrigation systems, installing landscaping, gazebos, playground areas, fencing or retaining walls or other Lot improvements, the grade of the Lot will be altered or disturbed so that it will no longer comply with the Lot Grading Plan. Soil conditions within the Lot will vary from time to time. Owner should expect settling and shifting on the Lot, especially around foundations, and in the sewer, water, gas and electric line trenches. Shifting and settling soil movements and its effects, are not warranted by Builder and Owner shall have no recourse against Builder therefore. The major cause for basement wall cracks and leakage is improper water drainage away from the residence. Following closing of construction or delivery of home IT IS OWNER'S RESPONSIBILITY TO ENSURE THE LOT CONTINUES TO COMPLY WITH THE LOT GRADING PLAN AND OWNER SHALL PROVIDE A COPY OF THE LOT GRADING PLAN TO ANY CONTRACTOR OR OTHER PERSON WHO PERFORMS ANY WORK OR MAKES ANY IMPROVEMENTS TO THE LOT IN THE FUTURE. THE OWNER SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE WITH DRAINAGE PLAN DURING WORK PERFORMED BY OWNER'S CONTRACTORS.

4. Owner acknowledges and agrees to comply with the following:

A. The declaration of covenants, conditions, restrictions and disclosures ("Declaration") contain construction standards for the Lot and the applicable Design Review Committee ("DRC") has, or will establish, a minimum size for residences to be constructed on the Lot. Prior to the commencement of construction of a residence and related improvements on the Lot, Owner shall submit to the DRC established by the Declaration for review and approval or

disapproval by the DRC, detailed floor plans, exterior, landscaping and site plans, specifications and drawings thereof, including a grading and drainage plan showing grade elevations around all improvements and at property lines, which conforms to the master grading and drainage plan applicable to the Lot and subdivision. DRC shall have the right to establish a procedure for the submission of plans, specifications, drawings and the Lot grading and drainage plan for any approval required hereunder, including, but not limited to, the number of copies to be submitted and the form thereof. The Developer and the homeowner's association for the subdivision, may, at Owner's expense, correct any construction of improvements on the Lot which are not in conformity with the submitted and approved information hereunder or are not in conformity with governmental requirements. Builder may include the provisions of this subparagraph in its deed conveying the Lot to Owner. Developer and the DRC shall not be liable for damages to anyone submitting improvement plans, specifications, drawings and a grading and drainage plan for approval pursuant to this Acknowledgement, or to any other person, firm, corporation or other entity by reason of mistake in judgment, negligence or nonfeasance of Developer or DRC or their agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve, any such improvement plans, specifications, drawings and/or Lot grading and drainage plan.

B. In connection with the construction and installation of improvements on the Lot and landscaping the same. Owner hereby agrees, at Owner's expense, to comply strictly with the grading and drainage plans, requirements and standards for the subdivision in which the Lot is located, as referenced in the Declaration or established by any municipal or county governmental authorities and the covenants applicable to the Lot. Owner shall, at Owner's expense, make any modifications to the Lot, which are necessary to comply with such requirements. Additionally, in conjunction with completion of construction of the in initial residential improvements and landscaping on the Lot, Owner shall cause a licensed surveyor or engineering firm designated by Developer Engineering Company: (i) if Developer has previously installed grading and drainage pins at the rear boundary of the Lot, to certify to Builder and the homeowners' association for the subdivision in which the Lot is located that such pins continue to be at the elevations required by the master grading and drainage plan, or (ii) if Developer has not previously installed such grading and drainage pins, to install such pins and certify to Builder, Developer and said association, that such pins have been installed at the elevations required by the master grading and drainage plan. Builder, Developer, and said homeowners' association, shall have no liability or responsibility to Owner, or any subsequent owner of the Lot, due to the failure of the Owner or any landscape or other contractor which constructs or installs improvements or performs work on the Lot, or of adjoining property owner(s), to comply with the aforementioned grading and drainage requirements, or for any resulting effect on the Lot, Owner or Owner's improvements. Furthermore, Owner agrees to not alter the grading of the Lot or to otherwise cause the Lot to not strictly comply with the master grading and drainage plan. Owner hereby agrees to indemnify, defend and hold Builder, the association and the Developer harmless from any claims, demands, liabilities, judgments, costs and expenses arising out of the failure of Owner or its landscape contractors, to comply with the master grading and drainage plan with respect to the Lot.

C. Owner acknowledges that it is possible at times following considerable amounts of rainfall or from frequent watering or over watering of adjacent yards and landscaping that water may encroach into the yard areas within the Lot due to the grading and drainage design of the Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basement). Water may accumulate temporarily from time to time within the Lot, or if the Lot is adjacent to a lake, stream, or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yards, trees, vegetation, or to fences, gazebos, patios, playground equipment or other improvements or installations within the yard area. The Builder, the association and the Developer shall not have any liability or responsibility for any such damage resulting from such water encroachment.

D. Owner acknowledges that the subdivision in which the Lot is located may be subject to a Kansas Water Pollution Control General Permit and Authorization to Discharge StormWater Run-OffFrom Construction Activities Under the National Pollutant Discharge Elimination System. Such permit is issued pursuant to Kansas Statutes and the Federal Water Pollution Control Act, and regulations thereunder. Such permit, laws, and regulations, together with laws and ordinances of the city and county in which the Lot is located, require that erosion and sediment control measures be implemented in connection with construction activities on the Lot, including, but not limited to, site work such as clearing, excavating, grading the Lot, and runoff prevention during construction and landscaping activities in order to eliminate or substantially reduce stormwater discharge, the discharge of pollutants and water quality violations. Significant penalties may be imposed if activities on the Lot are not conducted in full compliance with the aforementioned permit, laws, regulations and ordinances. OWNER AGREES TO CONDUCT ACTIVITIES, INCLUDING CONSTRUCTION AND LANDSCAPING OR OTHER IMPROVEMENT ACTIVITIES, ON THE LOT FROM AND AFTER THE CLOSING AND COMPLETION OF HOUSE STRICTLY IN ACCORDANCE WITH ALL LAWS, RULES, REGULATIONS AND ORDINANCES NOW OR HEREAFTER APPLICABLE, INCLUDING, BUT NOT LIMITED TO, THOSE REFERENCED ABOVE AND HEREBY AGREES TO INDEMNIFY AND DEFEND SELLER FROM ANY CONSEQUENCES OF OWNER'S, ITS CONTRACTORS' OR SUBCONTRACTORS' FAILURE TO SO COMPLY, INCLUDING BUT NOT LIMITED TO ALL OF BUILDERS and/or DEVELOPER'S DAMAGES, LIABILITIES, FINES, PENALTIES AND COSTS AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES).

5. Owner hereby acknowledges and agrees that neither Builder nor Developer shall have any obligation or responsibility for changes to the grading of the Lot after the date of this Acknowledgement, and that Builder has completed its responsibilities for the grading of the Lot. The Declaration and Covenants applicable to the Lot empowers the Homeowners Association, Developer and DRC to take corrective action if the event Lot at any time is not in compliance with the Lot Grading plan. Owner acknowledges that if Owner had wished to do so, it has had the opportunity to engage another engineering firm to verify the Lot Grading Plan and to satisfy any concerns regarding the drainage or compliance with the drainage plan.

6. Builder and Developer recommend that following completion of the installation of the irrigation system, trees, and shrubs, and PRIOR TO installing grass seed or sod, that Owner shall hire Baughman Engineering Company to verify that the grading of the Lot is still in compliance.

This Acknowledgment is executed as of the day and year specified above.

BUILDER: _____

OWNER: _____

BY: _____

OWNER: _____

WILLOW SPRINGS LOT RESERVATION AGREEMENT

Subject to the terms hereof, _____ (Prospect) shall have the exclusive right to purchase Lot _____, Block _____ Willow Springs, Valley Center, Sedgwick County, Kansas by Willow Springs, LLC ("Seller") for the total purchase price of \$ _____.

1. Subject to paragraph 2 below, the Prospect shall have until _____ ("Reservation Expiration Date") to enter into a Lot Purchase Agreement for the purchase of said Lot or a written Building Contract on terms satisfactory to Seller.
2. Should Seller receive a Lot purchase agreement satisfactory to it from a third party for the purchase of the Lot prior to the Reservation Expiration Date and prior to executing a Lot purchase agreement with Prospect concerning the Lot, Seller (or the Listing Broker/Licensee) shall notify Prospect (or the Selling Broker/Licensee) that Seller desires to accept the Lot purchase agreement from such third party and Prospect shall have 48 hours following such notice from Seller to execute with Seller a Lot purchase agreement satisfactory to Seller and deposit any funds required thereunder, or, in the event Prospect and Seller do not execute such a Lot purchase agreement within such period, Prospect shall have no further rights of Lot reservation hereunder, and Seller shall be free to accept the offer from such third party.
3. Unless Prospect is advised otherwise in writing, as part of the closing under the Lot purchase agreement, the Seller has established an Exclusive Builder's Program for the development in which the Lot is located and the Lot is subject to the terms of such Exclusive Builder's Program. Pursuant to such program, Sharp Homes, Inc. shall be the sole exclusive building contractor authorized to construct residences on lots within such development. Prospect hereby agrees that the construction and completion of the initial residence and related improvements on the Lot shall only be performed by Sharp Homes, Inc. and the improvements shall meet the construction standards as outlined in the DRC Homeowners' Guide. The obligation to utilize the Exclusive Builder for the purposes described herein shall be binding on and inure to the benefit of Seller, Prospect and their respective heirs, successors and assigns (including successor owners of the Lot), and Seller may include provisions to that effect as part of Seller's deed, or in an affidavit executed only by Seller referring hereto.
4. Prospect is advised; the Lot reserved herein is subject to Homeowners Association covenants, Architectural guidelines, and related dues which will be further described prior to closing.
5. Seller acknowledges receipt of One Thousand Dollars (\$1,000) from Prospect as Reservation Deposit. Buyer may cancel this reservation at any time during the reservation period by written notice to Seller and receive a full refund of all reservation money.
6. Prospect acknowledges receipt of the Disclosure and Acknowledgment of the Willow Springs Covenants and Restrictions of Record.
7. Prospect acknowledges Agency Disclosure as indicated:
A member of the development company is a licensed real estate broker in the state of Kansas; however, neither developer nor seller is represented by a real estate brokerage. Compensation of any legal or agency representation purchaser chooses to employ shall be the sole responsibility of the purchaser.

Seller acknowledges receipt of the above described Lot reservation on _____ (date).

Prospect Signature Date

By Seller: WILLOW SPRINGS, LLC

Prospect Signature Date

Prospect Contact Information:

Cell Phone: _____

Email: _____

WILLOW SPRINGS
PRE-CONSTRUCTION PLAN APPROVAL

This Pre-Construction Plan Approval ("Approval") is made and entered on _____ (date), by and between Willow Springs, LLC (collectively "Seller"), and _____ (collectively "Buyer"). The parties agree as follows.

1. Recitals.

A. Seller is the owner and developer of Willow Springs Addition, a residential subdivision located in Valley Center, Sedgwick County, Kansas.

B. Buyer desires to purchase from Seller Lot _____, Block _____, Willow Springs Addition, an addition to Valley Center, Sedgwick County, Kansas (the "Lot") to construct a residence and related landscaping and improvements.

C. The Lot is subject to a Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Willow Springs Addition dated effective _____, by Willow Springs, LLC, filed of record on _____, and duly recorded at _____ in the records of the office of the Register of Deeds of Sedgwick County, Kansas (the "Declarations").

D. Pursuant to the Declarations, Seller comprises the members of the Design Review Committee ("DRC") of Willow Springs Addition. The DRC must approve such building and landscaping plans as defined in the Declarations for any lot within Willow Springs Addition prior to construction.

E. Seller and the DRC desire to grant the DRC's approval, prior to construction commencement, of Buyer's construction plans and specifications attached hereto as Exhibit A (the "Construction Plans") pertaining to the Lot and proposed related residence, landscaping, pool, and outbuildings.

2. Pre-Closing Approval. Seller and DRC acknowledge their receipt and review of the Construction Plans. Seller and DRC hereby grant their full, final, and irrevocable approval of the Construction Plans as submitted by Buyer. Seller and DRC acknowledge and agree that no further approvals or consents of Seller or DC are necessary or required under the Declarations as a condition to Buyer's construction of the residence and improvements contemplated by the Construct Plans.

3. Binding Effect. This Approval shall bind Seller and DRC and their respective successors, heirs, and assigns, including all future members of the DRC.

[signature page follows]

The parties execute this Approval as of the date first above written.

BUYER:

SELLER:

EXHIBIT A:

CONSTRUCTION PLANS ATTACHED HERETO

EXTERIOR MATERIALS LIST ATTACHED HERETO

LANDSCAPING PLAN ATTACHED HERETO

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:


- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Nicole Kennedy
Licensee

Wayne Gray 
Supervising/branch broker

Real Broker, LLC
Real estate company name approved by the commission

 4/7/25
Buyer/Seller Acknowledgement (not required)

WILLOW SPRINGS, LLC
Lot Purchase Agreement

WILLOW SPRINGS ADDITION LOT PURCHASE AGREEMENT ("Agreement") is made and entered into _____ (DATE), by and between Willow Springs, with their principal place of business at 4006 N Hoover Ct., Wichita, KS 67205, (the "Seller") and

_____ whose address is _____, (collectively "Buyer").

WITNESSETH:

That in consideration of the mutual covenants and payments hereinafter set out, the parties hereto agree as follows:

1. Sale; Purchase Price. Seller agrees to sell to Buyer by warranty deed, and Buyer agrees to purchase, Lot(s) _____, Block _____, Willow Springs Addition, an addition to Wichita, Sedgwick County, Kansas (collectively the "Lot"), upon the terms and conditions specified herein. Buyer hereby agrees to pay to Seller as consideration for the conveyance of the Lot to Buyer the total sum (the "Purchase Price") of _____ Dollars (\$_____).

2. Earnest Money; Distribution. Upon Buyer's signing of this Agreement, Seller acknowledges receipt from Buyer of _____ Dollars (\$_____) as earnest money to be deposited in _____ account to be applied against the Purchase Price at the Closing or to be otherwise distributed as provided herein. In the event of Buyer's default hereunder, Seller may, at Seller's option, either declare this Agreement terminated and shall thereupon be entitled to all earnest money as liquidated damages for Buyer's default hereunder, or exercise any other rights and remedies available at law or equity.

Notwithstanding any of the other terms of this Agreement providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws may prohibit the holder of the earnest money from distributing the earnest money, once deposited, without the consent of all parties to this Agreement. Buyer agrees that Buyer's failure to respond in writing to a certified letter from Seller within seven (7) days of Buyer's receipt thereof, or Buyer's failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of termination of this Agreement, shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the Seller.

3. Title Evidence; Information Concerning Covenants, Taxes, Dues and Assessments.

a. Title. Seller agrees to share equally with Buyer the cost of a title insurance company's commitment and policy to insure the Lot in the amount of the Purchase Price (provided Seller shall receive the benefit of any developer title discount granted to Seller by the title insurer), showing insurable title vested in Seller, subject to applicable covenants, conditions, easements, disclosures and restrictions (referred to singly as "Declaration" and collectively as the "Declarations") and all other easements, restrictions and other matters of record. Buyer is hereby advised that the plat of the Lot does not necessarily reveal all easements or rights-of-way affecting the Lot, since easements and rights-of-way may be created by separate documentation. The commitment shall be sent to Buyer for examination by Buyer as promptly and expeditiously as possible, and it is understood and agreed that Seller shall have a reasonable time after said commitment has been examined in which to correct any defects in title; provided, if Seller is unable or, due to the costs of such correction, unwilling to correct the same, then Seller may terminate this Agreement upon written notice to Buyer, in which event Buyer's earnest money deposit shall be returned, without interest, to Buyer. In the event Seller undertakes to cure any title defects, the date for Closing shall be extended for a reasonable length of time. It is specifically understood and agreed that the conveyance of the Lot to Buyer shall be free and clear of any mortgage liens and that any mortgage lien concerning the Lot which is described in said commitment shall be released at or prior to Closing.

b. Covenants and Assessments. Buyer hereby acknowledges receipt of the Declaration(s) filed in the real estate records for the County in which the Lot is located. Buyer has been informed and understands that the Lot is, or will be, subject to current or future special assessments charged by the City of Wichita for costs of certain improvements to Hidden Acre Estates subdivision, which assessments are required to be paid annually by Buyer. *Buyer is relying on its own investigation concerning the amount of special assessments which are, or will be, assessed to the Lot rather than any information which may have been provided to Buyer and Buyer hereby releases Seller from any claim, obligation or liability arising out of, or in connection with, the current or future special assessments assessed to the Lot. The accuracy of any estimate of the amount of special assessments will depend upon many factors, including, but not limited to, any difference between the engineering cost estimates and the actual cost of construction, the prevailing interest rates at the time the bonds are sold to raise revenue for the improvements, and any changes in the number or scope of the improvements. Buyer is advised that any amount of special assessments provided to Buyer are only estimates and that the amounts of special assessments are not guaranteed by Seller and may be higher or lower than estimated.*

c. Proration. It is further agreed by and between the parties hereto that all taxes and annual installments of special assessments applicable to the Lot shall be adjusted and prorated as of the date Seller's deed conveying the Lot is delivered to Buyer on the basis of the amounts which are actually levied for the calendar year in which such delivery occurs, or, if not available, levied for the prior calendar year. *Buyer acknowledges that the mill levy, classification, assessed valuation, and/or taxes may change from year to year; that periodic reappraisal, required by law, may result in a change in the amount of the taxes; and that the construction of public improvements in the area of the Lot may result in an increase in special assessments applicable to the Lot.*

4. Closing. Subject to the other terms contained herein, it is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be consummated ("Closing") on or before _____, 20___. The Closing shall occur at the offices of Security 1st Title, Wichita, Kansas. At the Closing, the Purchase Price (with credit to Buyer for the earnest money, which shall be transferred to Seller), shall be paid in full, subject to any prorations specified herein.

5. Provisions Relating to Condition of Lot and Common Areas; Development Amenities; and Construction Approvals.

a. Condition of Lot. Buyer is purchasing the Lot "AS IS", subject to all existing conditions. Seller shall not be responsible for any additional dirt, landscaping, compacting soil on the Lot to standards acceptable to Buyer or its contractor, and/or tree removal concerning the Lot which is necessary or desirable for improvements on the Lot. Seller shall have no responsibility or liability for any costs relating to soil compaction conditions, the extension of foundations, stem walls, brick ledges, or for deeper footings, or the installation of additional siding; or for the relocation of utility boxes, manhole drains, or sidewalks; or any other matters, whether similar or dissimilar to the foregoing, to the extent the same are made necessary or appropriate in connection with the construction of a residence or other improvements due to the characteristics or condition of the Lot.

b. Condition of Common Areas. Except as otherwise described to Buyer in writing by Seller, Seller is not obligated to, and furthermore not allowed to without the written approval of Seller, improve or clean out any natural amenities within the common areas (as referred to in the Declaration) or remove trees or other vegetation therein, or otherwise modify the common areas. Seller intends to preserve the natural condition of the common areas to a large extent though some small portions thereof will be moved, sprinkled, and planted with grass and other plantings.

c. Certain Repairs to Common Areas. In the course of building improvements on the Lot, Buyer shall (without prejudice to Buyer's rights against Buyer's contractors) promptly repair and replace, at Buyer's expense, any damage to common areas or other residential lots occurring in connection with such construction.

Such damage and/or repairs may include, but is not limited to, surface damage from vehicle traffic, replacing water sprinklers, or other underground piping or wiring of any kind located in common areas or other lots (whether or not the same have been marked or identified by DIG SAFE or any other party), re-sodding or re-seeding grass on other lots or common areas, and replacing damaged trees and shrubs.

d. Amenities of Development. The amenities to be constructed or installed by the Seller are generally described in the Declaration(s) applicable to the Lot.

e. Certain Other Provisions Concerning Building on Lot.

(1) Utilities; Approvals. Buyer agrees that Seller shall not be responsible for any increased costs of constructing a residence or other improvements on the Lot due to any characteristics or conditions of the Lot. Specifically, if streets, sewers and/or utilities are not currently extended to the Lot, Seller shall have no responsibility for either (i) any increased building costs as a result thereof, such as temporary natural gas or electric heaters or generators used in building the improvements; or (ii) any delays in initiating construction on the Lot, completing improvements thereon, securing financing as a result thereof, or residing on the Lot. Additionally, Seller shall have no responsibility for payment of any financing costs, including "points", necessary to obtain in connection with Seller's financing related to the Lot and the residence to be constructed thereon, or for any delays in approving Buyer's loan application. Further, the Lot may be located in an area where Federal Emergency Management Agency ("F.E.M.A.") approval or authorization is required before a building permit will be issued for building on the Lot. Concerning the installation of utilities, television cable, streets or sewers to the Lot, or obtaining F.E.M.A. approval or authorization, Seller's sole obligation to Buyer shall be to use good faith efforts, prior to and following the Closing, to cause the same to be constructed, installed or obtained, and Seller shall have no liability for any delays in connection therewith, or for any taxes, assessments, loan interest costs, homeowners' association assessments or charges, or increased costs of construction incurred by Buyer as a result of such delays. If Buyer elects to commence construction of improvements on the Lot prior to the completion of the construction or installation of such items, or the obtaining of such approvals, Buyer shall do so at Buyer's sole cost and expense.

(2) Submission of Improvement Plans and Specifications: Grading and Drainage Matters. The Declaration of covenants, conditions, and restrictions contains construction standards for the Lot and the applicable Design Review Committee ("DRC") has, or will establish, a minimum size for residences to be constructed on the Lot. Prior to the closing of the lot and commencement of construction of a residence and related improvements on the Lot, Buyer shall submit to the DRC established by the Declaration as having responsibility for reviewing and approving plans for the initial residential construction and grading and drainage for the subdivision in which the Lot is located for review and approval or disapproval by the DRC, detailed floor plans, exterior, landscaping and site plans, specifications and drawings thereof, including a grading and drainage plan showing grade elevations around all improvements and at property lines, which conforms to the master grading and drainage plan applicable to the Lot and subdivision. DRC shall have the right to establish a procedure for the submission of plans, specifications, drawings and the Lot grading and drainage plan for any approval required hereunder, including, but not limited to, the number of copies to be submitted and the form thereof. The Seller, or the homeowner's association for the subdivision, may, at Buyer's expense, correct any construction of improvements on the Lot which are not in conformity with the submitted and approved information hereunder or are not in conformity with governmental requirements. Seller may include the provisions of this subparagraph in its deed conveying the Lot to Buyer. Seller and the DRC shall not be liable for damages to anyone submitting improvement plans, specifications, drawings and a grading and drainage plan for approval pursuant to this Agreement, or to any other person, firm, corporation or other entity by reason of mistake in judgment, negligence or nonfeasance of Seller or DRC or their agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve, any such improvement plans, specifications, drawings and/or Lot grading and drainage plan.

In connection with the construction and installation of improvements on the Lot and landscaping the same, Buyer hereby agrees, at Buyer's expense, to comply strictly with the grading and drainage plans, requirements and standards for the subdivision in which the Lot is located, as referenced in the Declaration or established by any municipal or county governmental authorities and the covenants applicable to the Lot. Buyer shall, at Buyer's expense, make any modifications to the Lot which are necessary to comply with such requirements. Additionally, in conjunction with completion of construction of the initial residential improvements and landscaping on the Lot, Buyer shall cause a licensed surveyor or engineering firm designated by Seller: (A) if Seller has previously installed grading and drainage pins at the rear boundary of the Lot, to certify to Seller and the homeowners' association for the subdivision in which the Lot is located that such pins continue to be at the elevations required by the master grading and drainage plan, or (B) if Seller has not previously installed such grading and drainage pins, to install such pins and certify to Seller and said association that such pins have been installed at the elevations required by the master grading and drainage plan. *Seller, and said association, shall have no liability or responsibility to Buyer, or any subsequent owner of the Lot, due to the failure of the builder or landscape contractor which constructs or installs improvements or performs work on the Lot (even though such builder is either a participant in the Exclusive Builder's Program or the Approved Builder's Program for the development or is otherwise approved by Seller), or of adjoining property owner(s), to comply with the aforementioned grading and drainage requirements, or for any resulting affect on the Lot, Buyer or Buyer's improvements. Furthermore, Buyer agrees to not alter the grading of the Lot or to otherwise cause the Lot to not strictly comply with the master grading and drainage plan. Buyer hereby agrees to indemnify, defend and hold Seller harmless from any claims, demands, liabilities, judgments, costs and expenses arising out of the failure of Buyer or, its contractors, to comply with the master grading and drainage plan with respect to the Lot.*

(3) Water Encroachment. Notice is hereby given to Buyer that it is possible at times following considerable amounts of rainfall that water may encroach into the yard areas within the Lot due to the grading and drainage condition of the Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basement). Water may accumulate within the Lot, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yards, trees, vegetation, or to fences, gazebos, patios, playground equipment or other improvements or installations within the yard area. *The Seller shall not have any liability or responsibility for any such damage resulting from such water encroachment.*

f. Removal of Trees and other Vegetation. No tree, bush or shrub having a trunk diameter of one inch (1") or more (measured from a point two feet (2') above ground level) or a drip line or overall diameter of at least four (4) feet shall be removed from any Lot or trimmed or otherwise altered without the express written authorization of the Developer or the DRC. No ground cover, shrubbery or other vegetation shall be removed or altered along areas adjacent to lakes, streams, or any other common areas or areas designated by the DRC as "Natural" areas.

6. Exclusive Builders Program.

BUYER ACKNOWLEDGES THE LOT IS SUBJECT TO AN EXCLUSIVE BUILDER'S PROGRAM. Buyer hereby agrees that the construction and completion of the initial residence and related improvements on the Lot shall only be performed by a building contractor which, at the time of such construction, is the exclusive ("Exclusive Builder") by Seller, or its successor and assigns, in its sole discretion. In order to be approved, Seller must be satisfied with the experience, history and financial condition of the contractor in connection with construction of residences within subdivisions of comparable quality with residences within the vicinity of

the Lot. Each Approved Builder must execute a Builder's Agreement with Seller on terms satisfactory to Seller prior to the commencement of construction on a Lot.

7. Repurchase Option. If construction does not start within 365 days of lot closing, Developer may purchase the lot at the same sales price, less developer expenses to repurchase. If the Lot owner is allowed to sell the lot, they agree to sell the lot through the Willow Springs Estates Marketing Program and price to be based on current market conditions at a price determined by the Developer.

Notwithstanding that the building contractor which constructs the residence on the Lot for Buyer participates in an Exclusive Builder Program, seller shall have no obligation, responsibility or liability for any acts, omissions or conduct of such building contractor or its subcontractors or vendors in connection with performing construction on the Lot or any conditions or defects relating to such construction, including, but not limited to, defects in workmanship or materials, or the consequences thereof, including mold or bodily harm. Buyer hereby releases Seller from any liability whatsoever related to the construction of a residence and related improvements on the Lot, and any defects or the breach of any obligation or duty by the building contractor or any other person or entity in connection therewith.

8. General Provisions.

a. Survey. In the event Buyer desires a survey of the Lot, Buyer shall have the right to have the same prepared at the Buyer's sole cost and expense.

b. Authorization for Mowing. Buyer acknowledges that, during the growing seasons prior to construction of a residence on the Lot, grass, weeds and other vegetation on the Lot will require periodic mowing, in order that the Lot will remain in a sightly condition. As a result, Buyer hereby authorizes Seller, or any other party with whom Seller contracts, to periodically mow the Lot, on an as needed basis, and invoice Buyer for the actual cost incurred by Seller for each mowing, and Buyer shall pay such invoice in full within fifteen (15) days following Buyer's receipt thereof.

c. Water Pollution Control Permit and Related Matters; Compliance With Laws. Buyer acknowledges that the subdivision in which the Lot is located is subject to a Kansas Water Pollution Control General Permit and Authorization to Discharge Storm Water Run-Off From Construction Activities Under the National Pollutant Discharge Elimination System. Such permit is issued pursuant to Kansas Statutes and the Federal Water Pollution Control Act, and regulations thereunder. Such permit, laws, and regulations, together with laws and ordinances of the city and county in which the Lot is located, require that erosion and sediment control measures be implemented in connection with construction activities on the Lot, including, but not limited to, site work such as clearing, excavating, grading the Lot, and runoff prevention during construction and landscaping activities in order to eliminate or substantially reduce stormwater discharge, the discharge of pollutants and water quality violations. Significant penalties may be imposed in the event activities on the Lot are not conducted in full compliance with the aforementioned permit, laws, regulations and ordinances.

BUYER AGREES TO CONDUCT ACTIVITIES, INCLUDING CONSTRUCTION AND LANDSCAPING OR OTHER IMPROVEMENT ACTIVITIES, ON THE LOT FROM AND AFTER THE CLOSING AND COMPLETION OF HOUSE STRICTLY IN ACCORDANCE WITH ALL LAWS, RULES, REGULATIONS AND ORDINANCES NOW OR HEREAFTER APPLICABLE, INCLUDING, BUT NOT LIMITED TO, THOSE REFERENCED ABOVE AND HEREBY AGREES TO INDEMNIFY AND DEFEND SELLER FROM ANY CONSEQUENCES OF BUYER'S, ITS CONTRACTORS' OR SUBCONTRACTORS' FAILURE TO SO COMPLY, INCLUDING BUT NOT LIMITED TO ALL OF SELLER'S DAMAGES, LIABILITIES, FINES, PENALTIES AND COSTS AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES).

d. Liability of Buyer. If there is more than one Buyer executing this Agreement, the obligations

of all of such Buyers shall be joint and several.

e. Damages Limitation: Jury Trial Waiver. BUYER HEREBY AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY AVAILABLE AT LAW OR EQUITY, SELLER'S MAXIMUM LIABILITY TO BUYER HEREUNDER FOR DAMAGES IN CONNECTION WITH ANY CLAIM, PROCEEDING OR LIABILITY ASSERTED AGAINST SELLER BY BUYER CONCERNING THIS AGREEMENT; THE DEALINGS BETWEEN SELLER AND BUYER; THE LOT (OR ANY CONDITION OR CIRCUMSTANCE RELATED THERETO); OR DUE TO ANY BREACH HEREUNDER BY SELLER, WHETHER ACTUAL, CONSEQUENTIAL, OR PUNITIVE, SHALL NOT EXCEED, IN ANY EVENT, A SUM OF MONEY EQUAL TO THE PURCHASE PRICE OF THE LOT. THE PARTIES HERETO IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS AGREEMENT; THE DEALINGS BETWEEN SELLER AND BUYER; OR THE LOT (OR ANY CONDITION OR CIRCUMSTANCE RELATED THERETO).

f. Modification. Neither this Agreement, nor any of the rights secured by the parties hereby, may be waived, modified, supplemented or otherwise altered unless in writing duly signed by all of the parties hereto.

g. Assignment. This Agreement may not be assigned by Buyer without the prior consent of Seller, which may be withheld in Seller's discretion.

h. Heirs and Assigns. Subject to the provisions of subparagraph h above, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representations, successors, trustees and assigns of the parties hereto.

i. Incorporation of Attachments. The Contingency Addendum, if any, and any other addenda, attached hereto are hereby incorporated into and made a part of this Agreement.

j. Survival. The representations, warranties, covenants and provisions contained herein shall survive the Closing and Seller's delivery of its deed to Buyer.

k. Entire Agreement. This Agreement, together with any addenda attached hereto, contains the entire understanding of the parties hereto on the subject matter hereof. Oral statements or representations by Seller, any employee or agent thereof which are contrary to, or supplemental to, the terms hereof may not be relied on by Buyer.

l. All plans and specs are subject to DRC approval prior to Lot closing.

m. Agency Disclosure. A member of the development company is a licensed real estate broker in the state of Kansas and is represented as such. Compensation of any legal or agency representation purchaser chooses to employ shall be the sole responsibility of the purchaser.

Buyer representation is as follows:

☐ N/A

☐ Attorney/Legal Representative: _____

☐ Agent/Brokerage Representative: _____

n. Miscellaneous.

THIS AGREEMENT is executed by the Buyer and Seller upon the date set forth opposite their respective signatures.

SELLER

BUYER

WILLOW SPRINGS, LLC

By: _____

Date: _____

Date: _____