

## DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Easements and Restrictions ( the "Declaration") is made effective as of the 8th day of April, 2005, by Silver Lake Bank ("Declarant").

Whereas, Declarant is the sole owner of certain real property situated in Topeka, Shawnee County, Kansas, described and identified as Lots 1, 2 and 3 on Exhibit A attached hereto and, by this reference, incorporated herein (Lots 1, 2 and 3 may be referred to collectively as the "Property" or individually by Lot number); and

Whereas, Declarant desires to establish for its own benefit and for the mutual benefit of all Owners (as hereinafter defined) of the Property, or any part thereof, certain permanent easements and rights in, over, and upon said Property, or certain portions thereof, and certain mutually beneficial restrictions and obligations with respect to the property use, conduct and maintenance thereof.

NOW, THEREFORE, Declarant, as the sole Owner of the Property and for the purposes hereinafter set forth, declares and subjects the Property to the following provisions:

1. Definitions. Each reference in this Declaration to any of the following terms shall mean:

1.1 Common Area. The ingress/egress easements along the west 28 feet and the north 28 feet of Lot 1, Block A, Brookfield West Subdivision #6, City of Topeka, Shawnee County, Kansas; the north 28 feet of Lot 2, Block A, Brookfield West Subdivision #6, City of Topeka, Shawnee County, Kansas, except the east 30 feet thereof; the west 28 feet of Lot 3, Block A, Brookfield West Subdivision #6, City of Topeka, Shawnee County, Kansas, except the south 30 feet thereof. In no event, however, shall the designation as a common area create any rights to the use or benefit of such space to any person except as granted herein.

1.2 Owner. The person or entity holding record fee title to a portion of the Property (including Declarant) and their respective successors in interest. All limitations and

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restrictions herein imposed upon any Owner shall likewise be imposed upon all parties enjoying any such occupancy or use of the Property under or with respect to such Owner.

1.3 Property. All of the real property described on Exhibit A.

1.4 Site Plan. The final plat for the Property, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

2. Reciprocal/Common Areal Easements. Declarant hereby grants, declares and establishes the following non-exclusive and perpetual easements:

2.1 Cross Access. (a) For the benefit of all parcels, a non-exclusive joint and reciprocal easement for ingress and egress from and across all drives, lanes and trafficways as shown on Exhibit B and legally described on Exhibit C, which shall be and remain open and clear to assure cross access; and b) generally no Owner of any part or all of a parcel shall erect or install improvements, barriers, facilities or obstructions which would impede, interfere with or impair the orderly flow of traffic within or between the parcels.

2.2 Maintenance Cost. The Owners of Lots 1, 2 and 3 shall each bear one-third of the costs of maintaining, repairing and replacing the paving, entrances to public streets, and the drives on the reciprocal easements as herein described. The Declarant, in its absolute discretion, shall determine the maintenance, repair or replacements necessary. The Declarant will cause the work to be performed and shall submit the bill to the Owners of Lots 2 and 3 for their respective share of such cost and expense. The Owners of Lots 2 and 3 shall reimburse Declarant for each Owner's one-third

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share of such cost within 30 days of receiving a statement for such cost. In the event the reimbursement is not made within 30 days, such charges shall become a lien against each Lot Owner. Declarant may enforce the lien by foreclosure or by filing an action against such lot owner for collection of the amount due.

3. Use and Restrictive Covenants.

- 3.1 Commercial/Retail/Office Purposes. The buildings on the Property shall only be used for commercial/retail/office purposes.
- 3.2 Building Height Limitations. Building height shall be limited to 40 feet (exclusive of any parapets or other architectural treatments) as measured from finished floor elevation.
- 3.3 Parking Restriction. Each Owner shall be restricted from allowing its tenants or customers from utilizing parking areas located on another parcel within the Property. The available parking on each parcel must be sufficient to satisfy all applicable legal requirements with regard to the use(s) conducted thereon. Nothing in this Declaration should be interpreted or construed to permit cross-parking rights or easements.
- 3.4 Insurance Clause. Each Owner (either through its own coverage or through coverage required of occupants) shall at all times maintain and keep in force comprehensive general public liability insurance with respect to their portion of the Property, with minimum limits of \$2,000,000 per occurrence and \$2,000,000 aggregate for both death/bodily injury and property damage. Upon request by any other Owner, an Owner shall furnish proof of such coverage.

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3.5 Building Maintenance. Each Owner shall maintain the buildings and improvements located on its portion of the Property in a first class, sightly and attractive manner, and in conformance with all applicable laws, so as to ensure that the Property and each part thereof retains at all times the appearance of a first-class commercial/retail/office building project.

3.6 Prohibited Operations and Nuisances. No Owner shall use or permit the use of its property, or any portion thereof, for (i) the conduct of any offensive, noisy or dangerous trade, business, manufacturing activity or occupation, (ii) the maintenance of any nuisance or the conduct of any activity which violates public policy (iii) any other use not compatible with the operation of a first-class commercial/retail/office building project.

4. Construction.

4.1 Development Plan. All construction at the Property shall at all times be of first-class construction and architectural design. Each Owner shall place any materials or equipment necessary to the construction process only on such Owner's parcel and shall use commercially reasonable efforts to screen such materials from sight of other parcels on which any business is open and operating and shall control dirt, dust and debris. Each Owner, at its own cost and expense, shall carry appropriate insurance with respect to its construction activities including but not limited to increased liability insurance, if necessary, and workers compensation insurance. All such construction shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Property by other Owners and shall

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be diligently prosecuted to completion.

- 4.2 Exterior Building Criteria. Declarant has constructed improvements on Lot 1, and it is required that development on Lots 2 and 3 be of similar quality and harmonious design as the improvements on Lot 1. Prior to commencing construction, the Owners of Lots 2 and 3 shall submit architectural plans to Declarant for Declarant's approval. Declarant shall have the right to reject any architectural plans that are not of the same quality or are not harmonious with the design of the improvements of Lot 1.

5. Rights Upon Default.

- 5.1 Legal and Equitable Relief. Each Owner shall have the right to prosecute any proceedings at law and/or in equity, specifically including injunctive relief and the right of specific performance, against any other Owner or any other person violating or attempting to violate any other provisions contained in this Declaration.

6. Transfers of Interest, Rights, Powers and Obligations.

- 6.1 Limitations on Transfer or Assignment. In no event shall the rights, powers and obligations conferred upon the Owners hereto pursuant to this Declaration be at any time transferred or assigned by any of such Owners except through a transfer of their entire interests in their respective property. The Declarant may, at any time, assign or convey any rights or interests herein to any one or more Owners of any portion of the Property.
- 6.2 Sale by Any Owner. Upon the sale or transfer by any Owner of its entire right, title and interest in its portion of the Property, that Owner shall be released from all further obligations thereafter accruing under this Declaration as to such portion,

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provided that the Owner shall not then be in default in the performance of any provision of this Declaration, and all amounts which may then be due and owing under this Declaration shall have been paid by that Owner as required under this Declaration.

7. Covenants and Recordation.

7.1 Covenants Run with the Land. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon and shall inure to the benefit of the Owners hereto, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators and representatives, unless and until modified as herein provided. All of the provisions of this Declaration shall be covenants running with the Property pursuant to applicable law.

7.2 Recordation. This Agreement shall become effective and binding upon the Declarant and its respective successors in interest in accordance with the provisions of this Article 8 upon recordation of this Declaration in the Register of Deeds office in Shawnee County, Kansas.

8. Miscellaneous.

8.1 Amendment. This Declaration, or any portion thereof, may be terminated, modified or amended, as to the whole of said property, or any portion thereof, with the written consent of the Owner of Lot 1 and either the Owner of Lot 2 or Lot 3. The Declaration cannot be terminated, modified or amended without the consent of Owner of Lot 1.

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- 8.2 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective business or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third party beneficiary rights in any person who is not an Owner unless expressly otherwise provided.
- 8.3 Approvals. Unless otherwise herein provided, whenever approval is required of any Owner, it shall not be unreasonably withheld or delayed.
- 8.4 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Owners that this Declaration shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Owners.
- 8.5 Excusable Delays. Whenever performance is required of any Owner hereunder, that Owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if commencement or completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or by reason of other causes beyond the reasonable control of an Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so encountered; provided, however, financial inability to perform shall

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not be deemed an excusable delay.

8.6 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any Owner by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Owner and the same shall remain in full force and effect.

8.7 Notice. Any notice to any Owner hereto may be given by delivering the same in writing to such Owner in person or by sending the same by registered or certified mail with postage prepaid, or by overnight carrier, in each case, to the addressee's mailing address. The mailing address of the Declarant is as follows:

Patrick R. Gideon  
Silver Lake Bank  
201 NW Highway 24  
P.O. Box 8330  
Topeka, KS 66608

An Owner may change its mailing address at any time by giving written notice of such change to the other Owner in the manner provided herein. Notice shall be deemed received at the earlier of actual receipt or five (5) business days from the date of mailing.

8.8 Governing Law. This Declaration shall be construed in accordance with and pursuant to the laws of the State of Kansas. Any action on this Declaration shall be commenced and prosecuted to completion in a state or federal court located in Shawnee County, Kansas.

8.9 Time. Time is of the essence of this Declaration and each and every provision hereof.




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IN WITNESS WHEREOF, the Declarant, by and through its President, Patrick R. Gideon,  
has set its hand on the day first above written.

SILVER LAKE BANK

By:

  
Patrick R. Gideon, President

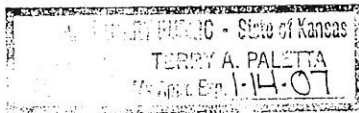
STATE OF KANSAS            )  
  )ss:  
COUNTY OF SHAWNEE    )

Be it remembered that on this 8<sup>th</sup> day of April, 2005, before me, the undersigned,  
a Notary Public in and for the County and State aforesaid, came Patrick R. Gideon, President of  
Silver Lake Bank, who is personally known to me to be the same person who executed the foregoing  
instrument of writing, and such person duly acknowledge the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my notarial seal on the  
day and year first above written.

  
Notary Public

My appointment expires:  
Jan. 14, 2007



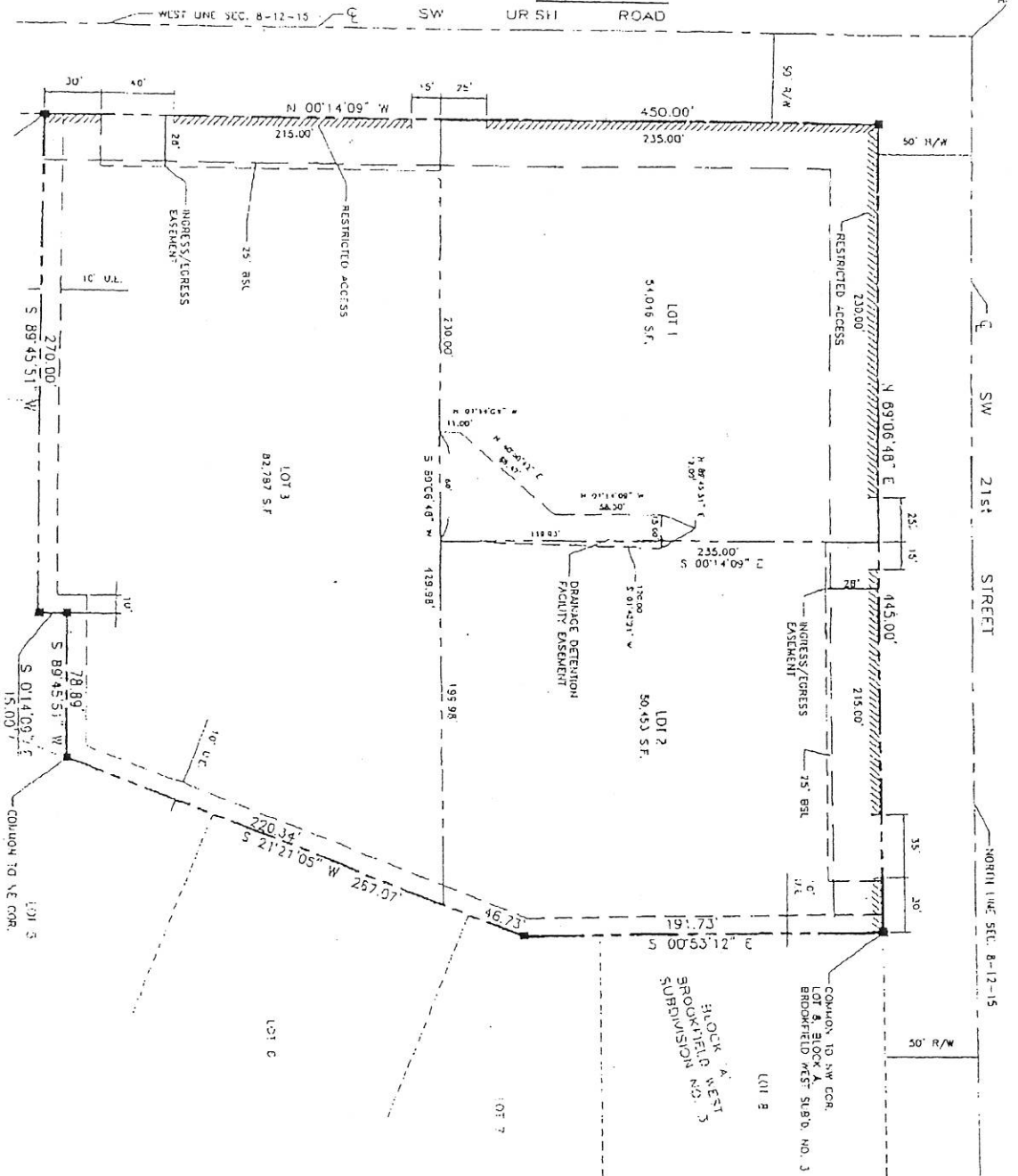
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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2 and 3, Block A, Brookfield West Subdivision #6, City of Topeka, Shawnee County,  
Kansas.

EXHIBIT B



FINAL PLAT  
BROOKFIELD WEST SUB'D NO. 6

A REPLAT OF LOT 1, BLOCK 'A', BROOKFIELD WEST SUBDIVISION NO. 3  
CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

LOT 1  
54,016 S.F.

LOT 2  
50,453 S.F.

LOT 3  
82,787 S.F.

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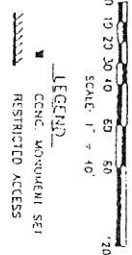
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LEGEND  
CONC. MONUMENT SET  
RESTRICTED ACCESS

BOOK

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EXHIBIT C

LEGAL DESCRIPTION OF NON-EXCLUSIVE EASEMENTS

**INGRESS/EGRESS EASEMENT ACROSS LOT 1, BLOCK A,  
BROOKFIELD WEST SUBDIVISION No. 6.**

The west 28 feet and the north 28 feet of Lot 1, Block A, Brookfield West Subdivision No. 6, City of Topeka, Shawnee County, Kansas.

**INGRESS/EGRESS EASEMENT ACROSS LOT 2, BLOCK A  
BROOKFIELD WEST SUBDIVISION No. 6.**

The north 28 feet of Lot 2, Block A, Brookfield West Subdivision No. 6, City of Topeka, Shawnee County, Kansas, except the east 30 feet thereof.

**INGRESS/EGRESS EASEMENT ACROSS LOT 3, BLOCK A  
BROOKFIELD WEST SUBDIVISION No. 6.**

The west 28 feet of Lot 3, Block A, Brookfield West Subdivision No. 6, City of Topeka, Shawnee County, Kansas, except of south 30 feet thereof.