

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



**RFP 41569
For
Development of Peregrine Falcon Subdivision**

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Article I. General Information

Section 1.01 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Economic Development is accepting competitive proposals from qualified builders or developers to complete the Peregrine Falcon Subdivision, an unfinished residential development located in Kansas City, Kansas. The goal is to revitalize the neighborhood by constructing new homes that align with existing architectural styles and meet the expectations of current residents.

Offerors providing such services must meet the requirements, as specified herein.

Solicitation from qualified minority, and women owned businesses, and, firms are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. However, this encouragement does not infer preference, and all solicitations will be evaluated equally.

Section 1.02 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section 1.03 Required Review

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow the issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section 1.04 *Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract. The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

Section 1.05 *Inquiries - Clarifications*

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins thouchins@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The procurement officer will determine the appropriate method to be used.

Section 1.06 *Amendments & Addenda*

Amendments and addenda will be issued to Offerors known to have the Request for Proposal and will also be made available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

Section 1.07 *Alternate Proposals*

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.08 *Implied Requirements*

By submission of the proposal, the Offeror certifies all proposed services meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the proposal.

Section 1.09 *Project Timetable & Contract Term*

The project timetable set out herein represents the Unified Government's best estimate of the

schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Proposed Project Schedule Date	Event
SEPTEMBER 11, 2025, 7AM CDT	Distribution of RFP
SEPTEMBER 25, 2025, 2PM CDT	Deadline for Offerors to submit written questions
OCTOBER 2, 2025, 5PM CDT	Deadline for answering questions from Offerors will be provided
OCTOBER 16, 2025, 2PM CDT	Responses Due
TBD	Notice to Shortlisted firms selected for interviews (if required)
TBD	Notice of Award
TBD	Contract Start

Section 1.10 Location of Work

The location(s) the work is to be performed is at the Peregrine Falcon Subdivision in Kansas City, Kansas.

Section 1.11 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the Offeror in the preparation of their proposal in response to the Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.12 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act, K.S.A. 45-215 et seq., requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer, in consultation with the Legal Department of the Unified Government agrees, in writing, to do so subject to the Kansas Open Records Act requirement. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for requesting confidentiality.

Section 1.13 Cooperative Procurement

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The Offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due to the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section 1.14 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall maintain total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.15 Determination of Responsibility

Per § 29-198 (Responsibility of bidders and Offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective Offeror is responsible.

All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such an Offeror. The determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.16 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

Section 1.17 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.18 Award

The contract shall be awarded in whole or in part to the responsible Offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Offeror based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless a protest is filed as described in the protest section 1.05.

Section 1.19 Notification of Award

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
 - Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (***Bond form format will be provided by the Unified Government***)
 - If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
 - Submit a certificate of insurance evidencing insurance as required by the Request for

Proposal.

- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (**Form will be provided to the successful Offeror by the Unified Government**).

Section 1.20 Right to Reject Proposals

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute an unacceptable reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the Request for Proposals, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date or may choose to negotiate with those submitting proposals.

Section 1.21 Mistakes in Proposals Discovered Prior to Award

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only Offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as the intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.22 Mistakes in Proposals Discovered after Award

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Procurement Department on behalf of the Unified Government.

Section 1.23 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall become the property of the Unified Government upon finalization.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind Offeror to the provisions of the Request for Proposal. Proposals must remain open and valid for at least ninety (120) days from the opening date.

Section 2.02 Site Inspection

The Unified Government may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section 2.03 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request for Proposal will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition shall be null and void.

Section 2.04 Discussions with Offerors

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be

put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.05 Prior Experience

Providing examples of successfully completed subdivision projects, including addresses and references if applicable.

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.06 Evaluation of Proposals

The Procurement Officer, or an evaluation committee made up of the procurement officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this Request for Proposal.

Section 2.07 Contract Negotiations

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section 2.08 Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked Offeror.

Article III. Standard Contract Information

Section 3.01 Contract Approval

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.02 Proposal as a Part of the Contract

Part or all of this Request for Proposal and the successful proposal may be incorporated into the contract by reference.

Section 3.03 Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section 3.04 Insurance Requirements

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

Upon award of the contract, the successful Offeror shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death, or damage to property directly caused by Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

1. The "additional insured" provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s):

“Request for Proposal R41569 Development of Peregrine Falcon Subdivision for Unified Government of Wyandotte County/Kansas City, Kansas”.

2. Cancellation Clause shall read exactly as follows:

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.

3. Provide Request for Proposal number and title in the “miscellaneous” area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

Section 3.05 *Contract Personnel*

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Unified Government project point of contact and/or designee. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Article IV. Required Contractual Terms and Conditions

GENERAL CONDITIONS

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and " _____", hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses,

retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.

10. *Discrimination in Delivery of Services Prohibited.* During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

11. *Equal Opportunity and Affirmative Action.*

- a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified

Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

13. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

14. Severability. If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

15. Entire Agreement. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements. Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer

period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Article V. Background Information

Section 5.01 Background Information

The Peregrine Falcon Subdivision was originally part of a Tax Increment Financing (TIF) district established in 2005. The initial developer failed to fulfill the commitments, leaving the subdivision largely incomplete. Despite initial promises of multiple phases, only five homes were constructed during the first phase.

Today, the Wyandotte County Land Bank holds 18 lots within this platted subdivision, which includes modern infrastructure designed for suburban-style development. The area has recently shown signs of renewed activity, with a new home completed at 2530 N Hallock Street, and another currently permitted at 2601 N Hallock Street.

Local residents are eager to see the community completed, and this RFP seeks a qualified builder or development group to help bring that vision to life.

Article VI. Project Scope

Section 6.01 **Scope of Work**

The selected builder or development team will be responsible for:

- **Financing:** Demonstrating financial capability to complete 16 homes.
- **Experience:** Providing examples of successfully completed subdivision projects, including addresses and references if applicable.
- **Compliance:**
 - Adhering to the recorded plat requirements. See Attachment E
 - Following all Peregrine Falcon HOA covenants and restrictions. See Attachment F
 - Designing homes that are architecturally consistent with existing homes in the subdivision.
- **Construction Timeline:** Commence construction promptly upon receipt of award with the objective of completing construction of 16 homes within 12 months of execution of a development agreement. At a minimum, construction of 8 homes must be completed and all building permits must be obtained within 12 months of development agreement execution. Construction of all 16 homes must be completed within 18 months of execution of a development agreement.
- **Pricing:** Homes should be marketed at a recommended sale price between \$300,000 and \$350,000.

Minimum Qualifications

To be considered, applicants must prove their capacity to meet the following criteria:

- **Proven Experience:** Demonstrated history of successfully building and completing residential subdivisions.
- **Financial Capacity:** Ability to self-finance or secure funding to complete the project and provide supporting documentation.
- **Commitment to Timeline:** Commence construction promptly upon receipt of award with the objective of completing construction of 16 homes within 12 months of execution

of a development agreement. At a minimum, construction of 8 homes must be completed and all building permits must be obtained within 12 months of development agreement execution. Construction of all 16 homes must be completed within 18 months of execution of a development agreement.

Section 6.02 *Deliverables*

The UG is seeking an experienced Builder or Development Team that will successfully plan and deliver the construction of 16 new homes that align with the existing architectural styles and meet the expectations of current residents.

Following the completion of this RFP process, the chosen Development Team will appear before the Land Bank Board of Trustees for approval of a preliminary option agreement to begin the planning process for the new development. Assuming that process is successful, the UG will then enter into a negotiated Development Agreement that details the proposed new development of the 16 single family homes within the Peregrine Falcon Subdivision and other details pertinent to the new construction.

Section 6.03 *Work Schedule*

- **Construction Timeline:** Commence construction promptly upon receipt of the RFP award, with the objective of completing construction of 16 homes within the 12 months immediately following the execution of the final development agreement with the Unified Government. At a minimum, construction of 8 homes must be completed and all building permits must be obtained within the 12 months immediately following execution of the final development agreement with the Unified Government. Construction of all 16 homes must be completed within the 18 months immediately following execution of the final development agreement with the Unified Government.

Any request for an extension of time in which to complete the building project, outside of the timeframes stated in the foregoing paragraph, must be presented to the Unified Government's Neighborhood and Community Development Standing Committee no less than two (2) months prior to the building permit deadline (12 months from the date of execution of the final development agreement with the Unified Government) no less than two (2) months prior to the full construction deadline (18 months from the date of execution of the final development agreement with the Unified Government).

SAMPLE WORK SCHEDULE:

1. Issue RFP **September 11, 2025**
2. Proposal Evaluation Committee completes evaluation by **October 30, 2025**

3. Unified Government selection of proposed Builder/Development Team **November 7, 2025**
4. Standing Committee Meeting, **December 1, 2025**
5. Full Commission approval, **December 18, 2025**
6. Sign Option Agreement **December 19, 2025**
7. Contractor completed builds **December 19, 2026**

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

Offeror **must** submit a complete copy of its response in the following format One (1) original and one (1) copy along with a flash drive in .PDF format. Submittal materials must be received by the Unified Government prior to the closing date. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal Number and name (see label below) If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE RECEIVED AND TIME STAMPED IN THE OFFICE OF THE UNIFIED CLERK, THE MUNICIPAL OFFICE BUILDING NO LATER THAN THE DATE AND TIME LISTED IN SECTION 1.10, PROJECT TIMETABLE, PG.10. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal – “RFP 41569 Development of Peregrine Falcon Subdivision”

(1) Copy and One (1) original of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

It is the Offeror's responsibility to ensure proposals are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late submissions. Offeror's shall be responsible for actual delivery of the proposal to the appropriate department identified in document.

**Below is an example of the information required on your Proposal package.
You may use this as a label if you wish.**

Unified Government of Wyandotte County/Kansas City, KS
Attn: Unified Government Clerks Office
701 N. 7th Street, Room 323
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL
Development of Peregrine Falcon Subdivision

RFP R41569

**OPENING DATE/TIME:
OCTOBER 16, 2025 - 2:00 PM**

Section 7.01 Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, Offerors should follow the format set out herein and provide all of the information requested.

Section 7.02 Electronic Filing Requirements

If Offeror has not previously done so, you should register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

A respondent may submit a complete copy of its response on the Unified Government's e-procurement site at the link above.

Section 7.03 Introduction

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Section 7.05 Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.06 *Management Plan for the Project*

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.07 *Experience and Qualifications*

1. Company Background and Experience

- Years in business under current name and structure.
- Experience with subdivision development and/or infrastructure completion.
- History of similar projects completed (include size, scope, location, and client references).
- Experience working with municipal governments, land banks, or public agencies.

2. Project Team Qualifications

- Key personnel assigned to the project (Project Manager, Site Supervisor, Civil Engineer, etc.).
- Resumes of key team members, including relevant licenses or certifications.
- Experience of team with subdivision construction, public infrastructure, and regulatory compliance.

3. Past Performance and References

- Three to five references from past projects of similar scale.
- Evaluation of timeliness, budget adherence, and quality of completed work.

Article VIII. Evaluation and Selection

The Unified Government will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Section 8.01 Selection Criteria

1. Financial Capacity – 30 Points

- Demonstrated access to adequate funding to complete the project.
- Evidence of financing commitments, capital reserves, or lender support.
- Clear, realistic project budget and financial plan.

2. Development Experience – 25 Points

- Proven history of completing residential subdivisions of similar scale.
- Examples of past work, preferably with land banks or public-private partnerships.
- Ability to manage all phases of construction and development.

3. Compliance with HOA Covenants & Plat Requirements – 15 Points

- Commitment to follow all HOA covenants and restrictions.
- Compliance with plat requirements, including lot configurations, easements, and infrastructure standards.

4. Architectural & Neighborhood Compatibility – 15 Points

- Proposed home designs are in harmony and are consistent with the architectural styles in the existing neighborhood.
- Use of materials, styles, and layouts consistent with HOA guidelines and surrounding homes.

5. Project Timeline & Completion – 15 Points

- Clear plan to complete all homes within 12 months of execution of an agreement. At a minimum, building permits must be obtained within 12 months of agreement execution and construction must be completed within 18 months of execution of an agreement.
- Demonstrated ability to deliver on-time, based on past performance and current capacity

Article IX. Attachments

Attachment A: Proposal Form

Attachment B – D: Maps

Attachment E: HOA Covenants

Attachment F: Peregrine Falcon Plat

ATTACHMENT A**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS****RFP 41569 Development of Peregrine Falcon Subdivision
PROPOSAL FORM
AUTHORIZED SIGNATURE**

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 120 days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

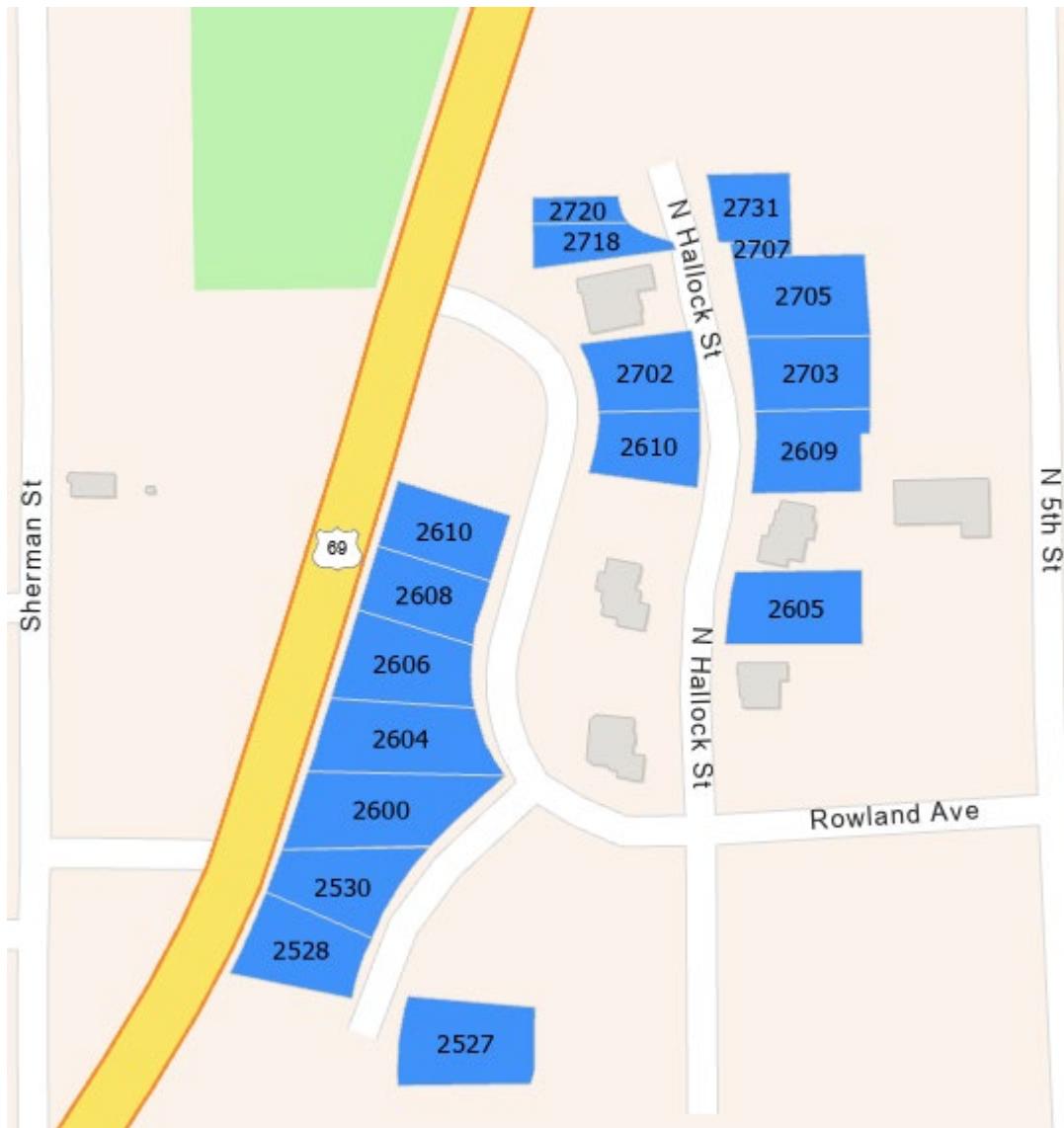
City, State, Zip: _____

Phone Number: _____

Fax Number: _____

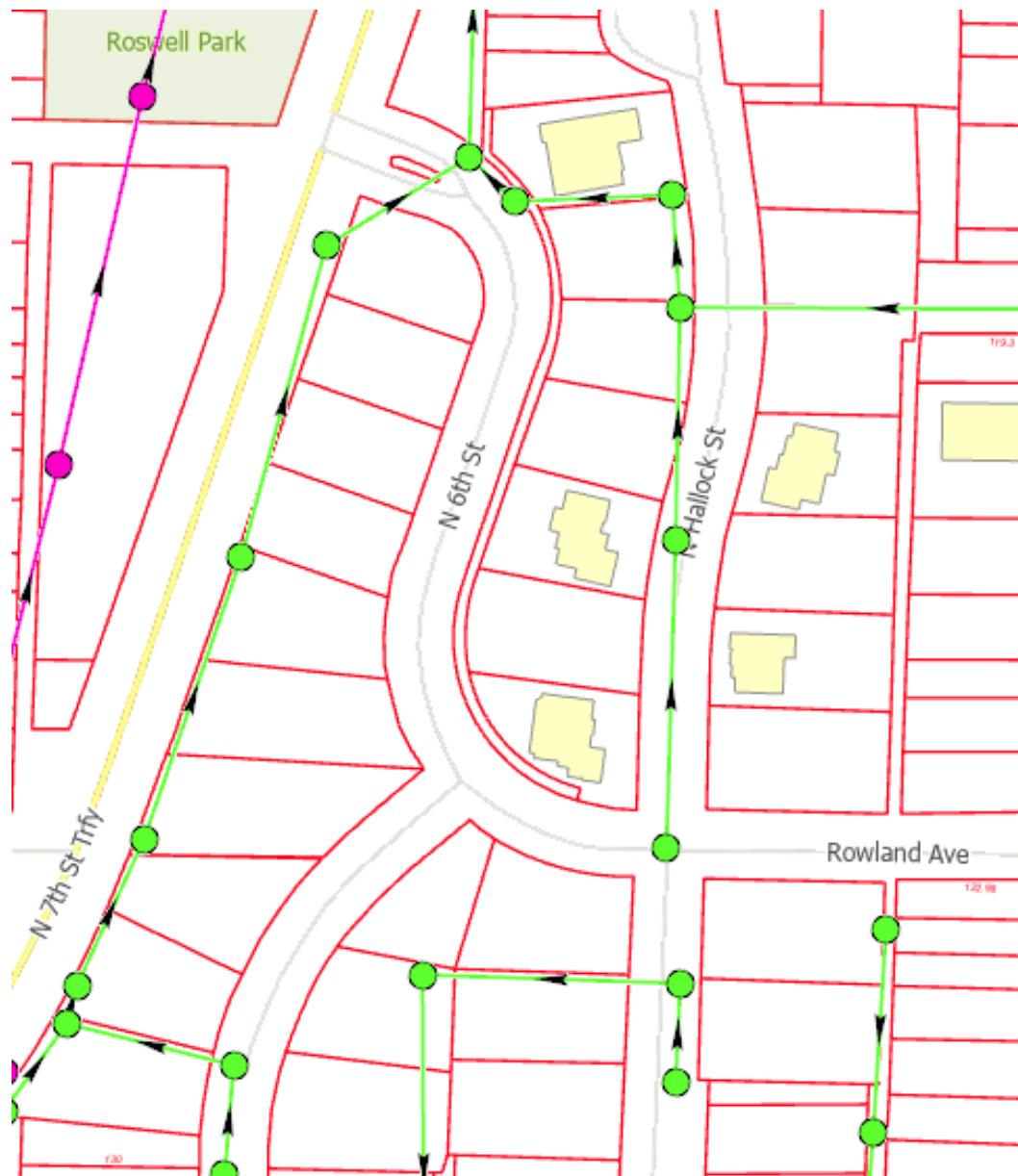
E-mail Address: _____

Federal Tax ID Number: _____

ATTACHMENT B

ATTACHMENT C

Sewer lines



ATTACHMENT D

2025R-03930

SUSAN P. NELSON
REGISTER OF DEEDS
WYANDOTTE COUNTY, KS
04/04/2025 09:33:37 AM
REC FEE 480.00
PAGES: 28

Pursuant to K.S.A. 28-115: The Register of Deeds has the authority to establish requirements for margins.
PAGE ONE MUST HAVE A TOP MARGIN OF THREE (3) INCHES. If a document does not comply with these requirements, then K.S.A. 28-115 authorizes the use of a cover sheet for the recording information.

PLEASE TYPE OR PRINT

Peregrine Falcon Phase 1

TYPE OF DOCUMENT: Declarations of lessees
covenants, conditions and restrictionsGRANTOR: Hughes DevelopmentGRANTEE: Peregrine Falcon Phase 1LEGAL DESCRIPTION: Peregrine Falcon First Plat, allof lots 1 thru 7, all of lots 38 thru 44 all of lots
54 thru 63, lots 73, 74 and lots 85 thru 89IN Kansas City, Wyandotte County, Kansas

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
PEREGRINE FALCON PHASE I**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PEREGRINE FALCON PHASE I**(this "Declaration") is made this 17 day of October, 2006 by
PFDC HOLDINGS, LLC, a Kansas limited liability company (hereafter "Declarant").

WHEREAS, Declarant is the owner of certain real property located in Kansas City, Wyandotte County, Kansas, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (herein after sometimes referred to as the "Property"); and herein after sometimes referred to as

WHEREAS, Declarant, for the purpose of creating a planned residential community to be known as "PEREGRINE FALCON PHASE I" on the Property, insuring the attractiveness of Peregrine Falcon Phase I and preserving, protecting and enhancing the values and amenities of Peregrine Falcon Phase I by adopting a sound urban plan and set of covenants, conditions and restrictions to govern Peregrine Falcon Phase I and provide for the maintenance of its common or shared facilities; and

WHEREAS, Declarant has caused to be incorporated Peregrine Falcon Homeowners Association under the laws of the State of Kansas as a not-for-profit corporation, for the purpose of exercising the functions aforesaid; and

NOW, THEREFORE, Declarant hereby declares that the Property is and shall hereafter be held, used, transferred, sold, conveyed and occupied subject to this Declaration:

1. GENERAL

1.1 **Purposes of Declaration.** It is the purpose of this Declaration to provide a plan for maintaining all common or shared entrance monuments, fences and landscaping, to provide certain architectural and design controls over structures and to provide certain use restrictions, all for the benefit of the owners of Lots in that Peregrine Falcon Phase I will have desirable features.

1.2 **Declaration.** Declarant, for itself, its successors and assigns, hereby declares that all property that becomes subject to this Declaration in the manner hereinafter provided, and each part thereof, shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the easements, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement and protection of Peregrine Falcon Phase I. The provisions of this Declaration shall run with the title to all land in Peregrine Falcon Phase I, and shall be binding on, and inure to the benefit of (a) all of the Property and any other real property which becomes part of Peregrine Falcon and each part and parcel thereof, (b) Declarant and its successors and assigns, (c) the Association and its successors and assigns, and (d) all Owners and their heirs, successors, and assigns, regardless of what title or interest they may have therein.

WHEREAS, on September 28, 2001, the parties executed a Development agreement to provide CDBG funding for planning and administration. On June , 2002, that Development agreement was amended to allow increase funding including general for planning and administration and to fund land acquisition and clearing and grubbing

WHEREAS, the parties now desire to initiate Project Area 1 of the new TIF Redevelopment District and to terminate the funding provisions of the agreement of September 28, 2001, as amended, and to enter into an new agreement applicable to Project Area 1.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, a Program Budget contained in Attachment A, Developer Assurances contained in Attachment B, the Policy on Conflict of Interest contained in Attachment C, Articles of Incorporation contained in Attachment D, Proof of Insurance, to include current general liability coverage, workman's compensation, and motor vehicle insurance contained in Attachment E, the proposed plan for Project Area 1 contained in Attachment F, the schedule and timeline for completion of the development and expenditure of funds contained in Attachment G, and the delineation of the Quindaro North Neighborhood Strategy Area contained in Attachment H.

Attachments A, B, C, D, E, F, G, and H, as well as all Ordinances identified herein, shall be considered fully a part of this Agreement.

SECTION 2: SCOPE OF SERVICES

The Developer's Peregrine Falcon Redevelopment Plan is a multi-phase project that calls for the construction of a minimum of one hundred twenty nine (129) non-infill, single-family homes. In addition, eighteen (18) infill, single-family homes, twenty-one (21) town homes, and a community center will be constructed. Approximately forty (40) existing homes will be rehabilitated. This contract is applicable only to Project Area 1 and no rights or obligations are created as to any other Phase or Project of the Plan. Project Area 1 consists of the construction of between twenty-eight (28) to thirty-one (31) single family houses and related land acquisition, demolition, and public and private infrastructure costs. As it relates to the comprehensive redevelopment plan, future phases and project areas may be approved subject to acceptable plans being submitted to the Unified Government Board of Commissioners. It is contemplated that additional development agreements between the parties for future phases will be negotiated and approved, subject to each party's full discretion,

A. Project Management

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEREGRINE FALCON PHASE I

.. 2. DEFINITION OF TERMS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 2.1 "Accessory Structure" shall mean and refer to an enclosed, covered structure not directly attached to the dwelling which it serves, and constructed in accordance with Section 14.4 hereof.
- 2.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment Lien" shall have the meaning given to it in Section 10.10(a) hereof.
- 2.4 "Assessments" shall have the meaning given to it in Section 10.3 hereof.
- 2.5 "Association" shall mean and refer to Peregrine Falcon Homeowners Association, Inc., a Kansas not-for-profit corporation, and its successors and assigns.
- 2.6 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 2.7 "Bylaws" shall mean and refer to the bylaws of the Association.
- 2.8 "Common Facilities" shall mean and refer to all structures, equipment and apparatus owned by the Association or otherwise intended for or devoted to the common use and enjoyment of Members of the Association, including but not limited to public right-of-ways, alleyways, and the Storm Water Detention Area.
- 2.9 "Declarant" means PFDC Holdings, LLC, a Kansas limited liability company, and its successors and assigns.
- 2.10 "Declaration" shall mean and refer to this Declaration of Residential Covenants, Conditions and Restrictions for Peregrine Falcon.
- 2.11 "Peregrine Falcon" and "Peregrine Falcon Phase I" shall mean and refer to the land described on Exhibit A attached hereto and incorporated herein by reference, and all other land hereafter made subject to this Declaration by one or more instruments of record.
- 2.12 "Lot" shall mean and refer to any plot of land in Peregrine Falcon separately conveyed and intended for the construction of a single family residence or use for a single family residence whether heretofore or hereafter a lot of record.
- 2.13 "Member" or "Members" shall mean all those Owners who are members of the Association pursuant to Section 6.1 of this Declaration.
- 2.14 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to the holder of a security interest in any Lot unless and until such security interest holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEREGRINE FALCON PHASE I

2.15 "Plat" shall mean and refer to the recorded plat of Peregrine Falcon to be recorded on or before the date hereof in the Kansas City, Kansas Records.

2.16 "Rules and Regulations" are those rules and regulations established by the Association pursuant to Section 4.2 of this Declaration.

3. PROPERTY SUBJECT TO THIS DECLARATION

3.1 Existing Property. The real property which is, and in the future shall be, held, transferred, sold, conveyed and occupied subject to this Declaration, including the Property, is described herein as "Peregrine Falcon" or "Peregrine Falcon Phase I".

3.2 Additions to Existing Property.

(a) Declarant hereby declares that the land described on Exhibit A is subject to this Declaration without further act on its part. Declarant, at its sole discretion, may from time to time add to the land subject to these covenants, conditions and restrictions other land now owned or hereafter owned or approved for addition to Peregrine Falcon by the Declarant. Declarant, however, shall be under no obligation to add to the land now subject to this Declaration if it determines in its sole judgment that said addition is not in the best interests of Peregrine Falcon and its residents. The Association may also add additional residential property and/or Common Facilities to Peregrine Falcon with the consent of Members constituting Owners of more than fifty percent (50%) of the Lots in Peregrine Falcon, including Lots owned by the Declarant.

(b) The additions authorized under this section shall be made by executing and filing of record in the office of the Unified Government of Wyandotte County Register of Deeds in the City of Kansas City, Kansas one or more deeds or other instruments or plats executed or approved by Declarant which shall extend this Declaration to such additional Properties. Said instrument must contain the written acknowledgement and consent of any Owner of Property made subject to this Declaration if such Owner is not the Declarant. Said instrument may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties that are not inconsistent with the scheme of this Declaration, and may limit the availability of the Common Facilities, or portions thereof, including the prohibition of use thereof to such added properties, subject to the limitation of applicable zoning and subdivision ordinances as now provided, and hereinafter referred to.

4. PERSONS SUBJECT TO DECLARATION AND TO RULES AND REGULATIONS

4.1 Persons Subject to Declaration. All Owners, tenants, trustees, trust beneficiaries, deed of trust beneficiaries, mortgagees, other transferees of one or more Lots, guests and occupants of Lots shall comply with this Declaration. The acceptance of a deed, the exercise of any right of ownership, the entering into a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Lot constitutes agreement that the provisions of this Declaration are accepted and ratified by such Lot Owner, tenant, trustee, trust beneficiary, deed of trust beneficiary, mortgagee, guest or occupant. All the provisions of this Declaration are covenants running with the land and shall bind any persons having at any time an interest or estate in such Lot.

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4.2 Adoption of Rules and Regulations. The Association through its Board of Directors may from time to time adopt Rules and Regulations regarding the use and occupancy of the Lots and the activities of occupants. All Owners, tenants, mortgagees, trustees, trust beneficiaries, deed of trust beneficiaries, guests and occupants of Lots shall comply with the Rules and Regulations as promulgated by the Association whether or not said Rules and Regulations have been recorded in the records of the City of Kansas City, Kansas.

5. OPERATION OF THE ASSOCIATION

5.1 Creation of the Association. Declarant has formed a not-for-profit corporation under the laws of the State of Kansas known as "Peregrine Falcon Homeowners Association" which corporation shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of this Declaration, the Articles of Incorporation, the Bylaws and the laws of the State of Kansas pertaining to corporations. The Association is vested with the right in its own behalf and on the behalf of each Owner to enforce all the restrictions, conditions, easements, liens, and covenants contained in this Declaration. Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Bylaws, shall be vested in the Board unless otherwise specified.

5.2 Rights And Obligations of the Association.

(a) Common Facilities. The Association through its Board, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Facilities, any easement areas intended for the joint use and benefit of the Owners, all plantings and all improvements to them (including furnishings and equipment relating to them, if any) and shall keep them in good, clean, attractive, and sanitary condition, order, and repair.

(b) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it by this Declaration or reasonably necessary to effectuate any such right or privilege.

(c) Grant of Powers. Unless this Declaration specifically directs the Association to perform any action or exercise any power, the authorization of any action or exercise of any power shall be optional on the part of the Association from time to time.

6. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

6.1 Membership. The Declarant and every Owner of any Lot that is subject to this Declaration shall automatically be a Member of the Association. Except as set forth in Section 20 hereof with respect to rights of the Declarant, the rights of a Member shall be exercisable appurtenant to and in conjunction with a Member's ownership of a Lot. Ownership of such Lot shall be the sole qualification for membership. For the purpose of this Declaration, the word "Member" shall include any trustee or beneficiary of a trust holding legal title to one or more Lots as such authority is vested in the respective trust instrument. Notwithstanding anything herein to the contrary, Declarant shall be deemed an Owner and a Member for the purposes of this Section 6 until all Lots have been transferred to homebuyers for residential purposes.

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6.2 Transfer. The membership held by any Owner of a Lot shall not be transferred or pledged in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. The sale of any Lot shall carry with it all the incidents of membership in the Association although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Association shall be abrogated.

6.3 Voting Rights. The Association shall have one class of voting membership. Each Member of the Association, including the Declarant, shall be entitled to one vote for each Lot owned; provided, however, unless otherwise prohibited by applicable law, during any period Declarant is deemed an Owner and Member pursuant to Section 6.1 hereof but does not own any Lot, it shall be entitled to (a) veto any action to be approved by the Members until at least twenty (20) Lots have been transferred to homebuyers for residential purposes, and (b) thereafter one (1) vote. When more than one person holds a fee or undivided fee interest in any Lot, it shall be presumed that any joint owner has authority to vote and bind all joint owners in the absence of documentary evidence to the contrary. If, however, any joint owner of a Lot informs the Association in writing that he or she does not authorize any one or more of the other joint owners to vote for him or her, the unanimous agreement of all joint owners of such Lot shall be required to constitute the valid vote of the Owners of such Lot; without such unanimous consent, the joint owners will not have a vote.

7. BOARD OF DIRECTORS' POWERS AND DUTIES

7.1 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association and the Owners unless a vote of the Members is required by this Declaration, the Articles of Incorporation or the Bylaws. The Board of Directors shall have the powers inherent or necessary for, and the duties which flow from, the administration of its affairs which shall include, but not be limited to, the following:

- (a) The adoption and amendment of Bylaws, Rules and Regulations;
- (b) The adoption and amendment of budgets for revenues, expenditures and reserves;
- (c) The collection of Assessments from Owners;
- (d) The hiring and discharge of agents and contractors, including the hiring of a management company to care for and maintain the Common Facilities and to perform such additional duties as the Association may delegate from time to time;
- (e) The making of contracts and creation of liabilities;
- (f) The regulation of the use, maintenance, repair, replacement and modification of the Common Facilities;
- (g) The construction or installation of additional improvements to be made as a part of Peregrine Falcon;

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(h) The acquisition, holding or encumbrance in the Association's name of any right, title or interest to real property or personal property and conveyance, dedication or transfer of all or any part of the Common Facilities to any public agency or authority for such purposes and subject to such conditions as the Board may determine;

(i) The grant of easements over the Common Facilities for any period of time including perpetual easements;

(j) The imposition of charges or interest or both for late payment of Assessments and, after notice and hearing, the levy of reasonable fines for violations of this Declaration and the Rules and Regulations of the Association;

(k) To enforce, either in its own name or in the name of any Owner within Peregrine Falcon, any or all-building restrictions which may have been heretofore or may hereafter be imposed upon any of the Lots, whether in the form as originally placed thereon or as modified subsequently thereto. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do so from enforcing in his own name any such restrictions.

(l) To manage and control for the Owners all public and private streets, common areas, park areas, fences, landscape easements, entrances, service areas, retention walls, recreation facilities, markers, statuary, sidewalks and other public places, common areas and reserved common easements which may now or hereinafter be provided that such management and control of said places and improvements shall at all times be subject to the authority and control of the Unified Government of Wyandotte County in the exercise of its lawful municipal authority.

(m) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

(n) To mow, care for, maintain and remove all rubbish from vacant and unimproved Lots and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved Lots and the parking in front of any such Lots in the development neat in appearance and in good order.

(o) To provide for the plowing and removal of snow from sidewalks and streets when such services are not available from any public source.

(p) To pay taxes and special assessments on such real estate and personal property as may be owned by the Association. Additionally, the Association shall pay such taxes and assessments as may be assessed against land within the streets, Common Facilities and other public or semi-public places within Peregrine Falcon.

(q) To provide for the cleaning of streets, gutters, catch basins, sidewalks, and pedestrian ways and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(r) To maintain insurance or surety bonds, as deemed, by the Board to be necessary and appropriate, including but not limited to:

- i) Fire and appropriate extended coverage and other appropriate physical loss and damage insurance on all improvements located in or upon the Common Facilities;
- ii) Comprehensive liability insurance insuring the Association Board and Members, including the Declarant, against liability to, and claims of, Board; provided, however, that the coverage in favor of the Declarant shall not extend to the Declarant's operation or activities in its capacity as a Developer and builder; and
- iii) Such other insurance, including workman's compensation insurance, to the extent necessary to comply with any applicable law and then-current insurance practices and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary appropriate or required to carry against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or property; and
- iv) To enforce the decisions of the Architectural Control Committee; and at its discretion to do all other things not inconsistent with this Declaration that the Board of Directors may from time to time determine to be either necessary or desirable for the Association for the Owners or for the protection, care or development of the Common Facilities and of other affected Lots.

(s) The assignment in the Association's right to future income, including the right to receive Assessments; and

(t) The exercise of any other powers conferred by this Declaration and all other powers necessary or advisable for the governance and operation of the Association.

7.2 **Eminent Domain.** In the event it shall become necessary for any public agency to acquire all or any part of the property of the Association, the Association is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the directors of the Association need be made parties and in any event the proceeds received shall be held by the Association.

7.3 **Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including legal fees incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, fraud or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify,

defend, and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other rights to which any officer or director, or former officer or director may be entitled. The Association may, as a common expense, maintain adequate general liability and directors' and officers' liability insurance to fund this obligation, if such insurance is available.

8. SELECTION OF BOARD OF DIRECTORS OF THE ASSOCIATION

8.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors.

8.2 Number, Election and Term. The number of directors of the Association shall be three (3), and the initial directors shall be appointed by the Declarant to serve a one (1) year term (collectively, the "Initial Directors").

8.3 Election and Term of Office of Subsequent Directors. Upon the expiration of the term of office of an Initial Director, replacement Directors shall be chosen by election of the Members pursuant to the Bylaws. The full term of office of Directors other than the Initial Directors shall be three (3) years. Any Director may succeed himself or herself indefinitely.

8.4 Unfilled Vacancies. Where the provisions of this Declaration cannot be fulfilled by reason of an unfilled vacancy or vacancies among the directors for a period of more than sixty (60) days, the Board of Commissioners of the Unified Governments of Wyandotte County/City of Kansas City, Kansas may, upon the petition of any Owner or resident of Peregrine Falcon, appoint one or more directors to fill vacancies until such time as directors are elected in accordance with the Bylaws. Any person so appointed who is not an Owner or a resident of Peregrine Falcon shall be allowed a reasonable fee for his or her services by the order of appointment, which fee shall be levied as a Special Assessment against Lots in Peregrine Falcon, and which shall not be subject to any limitation on special assessments contained in the Declaration or elsewhere.

8.5 Voting Rights of Board Members. Each Director shall have one (1) vote on all matters before the Board of Directors.

9. RIGHTS OF OWNERS IN THE COMMON FACILITIES

9.1 Members' Enjoyment. Subject to the right reserved herein to limit or prohibit the use of Common Facilities, and subject to the provisions of Section 9.2, hereof, every Member of the Association shall have right of enjoyment in and to the Common Facilities and such right shall be appurtenant to and shall pass with the title to every Lot.

9.2 Extent of Members' Easements. The right of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate Rules and Regulations governing the use of the Common Facilities, including, without limitation, the right to restrict or limit their usage or to permit, on such terms as deemed appropriate by the Board, their use by non-members; and

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(b) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations; and

(c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities which may be part of the Common Facilities and to require license fees where it is deemed necessary by the Board; and

(d) The right of the Association to dedicate or transfer all or part of the Common Facilities to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association and public agency or authority; and

(e) The right of the Association to enter into licensing agreements with commercial enterprises for the operation of recreational facilities and related concessions for the benefit of Owners and residents of Peregrine Falcon.

10. ASSESSMENTS AND COLLECTION

10.1 Purpose of Assessments. The Assessments described in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Lots in Peregrine Falcon, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of the Association. This Section 10 is subject to the provisions of Section 20 encompassing rights of the Declarant.

10.2 Common Expenses. The Association shall use Assessments to pay for the operating expenses of the Association (the "Common Expenses"), which shall include but shall not be limited to:

(a) Expenses of administration, maintenance, insurance, and repair or replacement of the Common Facilities or other projects as deemed necessary and appropriate by the Board of Directors;

(b) Expenses declared to be Common Expenses by this Declaration;

(c) Repayment of debt incurred by the Association;

(d) Expenses agreed upon as Common Expenses by the Board of Directors;

(e) Expenses incurred to maintain, repair and replace fences and other improvements on Lots which the owners thereof fail to maintain, repair and replace although required to do so; provided, however, that nothing stated in this subsection shall require the Association to maintain, repair or replace such fences and other improvements; and

(f) Such reserves as may be established by the Board of Directors for repair, replacement or additions to the Common Facilities or other projects, or any other real or personal property acquired or held by the Association.

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10.3 Assessments Generally. The Owner of each Lot covenants and each Owner by acceptance of a deed or other conveyance shall be deemed to covenant and agree to pay to the Association each of the following (collectively, the "Assessments"):

- (a) Annual Assessments under Section 10.4 hereof;
- (b) Additional Assessments under Section 10.5 hereof;
- (c) Specific Assessments against any particular Lot under Section 10.6 hereof; and
- (d) Special Assessments under Section 10.7 hereof, which shall relate to a particular, one-time-only project.

10.4 Annual Assessments. Beginning on the date the first Lot is transferred by the Declarant to a Lot Owner other than the Declarant, the Board of Directors shall have the authority to levy uniform Annual Assessments against each Lot; provided that no such Assessment may be made against a Lot owned by Declarant unless leased by Declarant for occupancy. The Board of Directors shall calculate the total Annual Assessments to be levied each calendar year by determining the estimated Common Expenses for such calendar year and allocating those expenses equally among the Lot Owners subject to Annual Assessments. The Board of Directors shall provide each Lot Owner subject to Annual Assessments with thirty (30) days written notice of the amount of any Annual Assessment prior to the due date thereof. Notwithstanding anything herein to the contrary, prior to the January 1 immediately following the calendar year in which the first Lot is transferred by the Declarant to a Lot Owner other than the Declarant, the Annual Assessment shall not exceed **Three Hundred Twenty Five Dollars (\$325.00)** per Lot. Thereafter, the amount of any and all Annual Assessments shall be determined by the Board as provided in the Bylaws.

10.5 Additional Assessments. In the event the Annual Assessments are insufficient to pay for the Common Expenses in any given calendar year, the Board of Directors shall have the authority to levy a uniform Additional Assessment to meet such obligations. Written notice of any Additional Assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the date such Additional Assessment is due.

10.6 Specific Assessments. The Board of Directors may also levy a Specific Assessment against any Member to reimburse the Association for costs incurred in bringing the Member and/or his, her or their Lot into compliance with the provisions of the Declaration, the amendments thereto, the Articles of Incorporation, the Bylaws and/or the Rules and Regulations of the Association. Specific Assessments may be levied upon the vote of the Board after notice to the Owner and the opportunity for a hearing before the Board.

10.7 Special Assessments.

- (a) In the event that the Board considers it necessary to make any expenditure for any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, a Special Assessment to pay for all or part of the cost of such project must be approved by the assent of the majority of the Members voting in person or by proxy at a meeting in which a quorum is present duly called for the purpose. At least thirty (30) days but not more than sixty (60) days prior to

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such meeting, the Board shall mail to the Members an outline of the plan for the contemplated project and the estimated amount required for completion.

(b) Members or proxies entitled to cast not less than sixty percent (60%) of all votes shall constitute a quorum for a meeting under Section 10.7(a). If the required quorum is not present, a second meeting may be called. The required quorum at such second meeting shall be thirty percent (30%) of all votes.

10.8 Calendar Year; Proration. Annual Assessments and Additional Assessments are to be calculated on a calendar year basis. A Lot Owner's obligation to pay any Annual Assessment or Additional Assessment shall commence on the first day of the month following the month in which such Lot Owner purchases his Lot and the amount of such Annual Assessment or Additional Assessment shall be prorated according to the number of months remaining in the calendar year.

10.9 Payment of Assessments. Assessments shall be paid in the manner and on dates fixed by the Board. If the Board does not otherwise provide, the Assessments shall be paid in annual installments.

10.10 Enforcement of Assessments; Assessment Lien. Any Assessment not paid when due shall be delinquent.

(a) If any Assessment is not paid within thirty (30) days of the due date, a lien shall attach to the Lot with respect to which such Assessment is delinquent (an "Assessment Lien"), and the Assessment Lien shall include a late charge as determined by the Board, interest from the due date at the rate then borne by judgments in the State of Kansas on the principal amount due, all out-of-pocket costs, all costs of collection including attorneys' fees actually incurred and any other amounts provided or permitted by law. A notice of claim of lien may be filed by the Association, though it is not mandatory. The Assessment Lien shall be subordinate to the lien of any mortgage encumbering a Lot, and sale or transfer of a Lot pursuant to mortgage foreclosure or any transaction in lieu thereof shall extinguish the Assessment Lien. No other sale or transfer shall relieve a Lot from an Assessment Lien.

(b) Each Assessment together with late charges, interest, out-of-pocket costs, and attorneys fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for whatever portion may be due at the time of the conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued before acquisition of title.

(c) Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against the Owner personally for the collection of such charges as a debt and/or to foreclose the Assessment Lien in the manner established pursuant to the laws of the State of Kansas as they may exist from time to time. The Assessment Lien shall be in favor of the Association and shall be for the benefit of all Owners.

(d) The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

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(e) No Owner may waive or otherwise escape liability for any Assessment by nonuse of the Common Facilities or abandonment of such Owner's Lot.

(f) All payments shall be applied first to collection costs and attorneys fees and expenses, then to late charges, then to interest, then to newly-delinquent Assessments, then to any unpaid installments of the Assessments which are coming due within thirty (30) days of payment, and then to any unpaid installments of the Assessments which are the subject matter of suit.

(g) Upon the timely cure of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the Board of Directors is hereby authorized to file or record an appropriate release of such notice, upon payment by the defaulting Owner of a fee to be determined by the Board of Directors to cover the costs of preparing and filing or recording such notice and such release.

(h) The Assessment Lien shall be in addition to all remedies provided in this Declaration or the Articles of Incorporation or the Bylaws of the Association or remedies provided or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law or equity, including a suit to recover a money judgment for unpaid Assessments as above provided.

11. INSURANCE

11.1 Authority. The Board of Directors, or its duly authorized agent, shall obtain liability insurance for the Common Facilities, and may obtain any other liability and hazard insurance for the appropriate needs of Peregrine Falcon.

(a) All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as owner and beneficiary.

(b) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

11.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner acknowledges that the Association has no responsibility to provide liability or casualty insurance nor insurance of any other type upon any Lot and that each Owner shall carry such insurance at his own expense.

12. EXTERIOR MAINTENANCE

Each Owner shall be responsible for the exterior maintenance including paint on the residence and of plantings and the like belonging to the Owner, and not part of the Common Properties.

In the event that a need for necessary and obvious maintenance, painting, mowing, watering or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invitees, and the Owner fails and/or refuses to correct such need after fifteen (15) days' written notice, the cost of such additional maintenance, utilities or materials shall become an

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assessment, unless paid by or on behalf of said Owner within thirty (30) days after written demand from Declarant therefore, and it shall be enforceable and secured by a lien on the property.

In the event an Owner of any Lot in the Properties shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to the Declarant, the Declarant shall have the right, through its agents and employees, to enter upon said Lot and to paint, repair, maintain, and restore the Lot and the exterior of the residence and any other improvements erected thereon. The cost of such exterior maintenance, work and materials, shall become a lien upon the Lot.

13. USE RESTRICTIONS

13.1 Enforcement – Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Declaration without the approval of the Declarant or Board where expressly required herein, and, upon written notice either from the Declarant or Board or from the Association, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or shorter period as may be required in any such notice) after notice of such violation is given in writing to the Owner of the Lot or mailed to the Owner upon which such violation exists, or to the Member responsible for such violation, if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Review Board) or the Declarant shall have the right to enter upon such Lot and/or residence and to take such steps as may be necessary to remove or otherwise terminate and abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot and a binding personal obligation of the Owner of such Lot, in all respects (an subject to the same limitations) as provided.

13.2 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall and must contain a provision incorporating by reference the covenants, conditions and restrictions set forth in all Declarations affecting the Lot sold; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration or against such sold or otherwise transferred Lot.

14. ARCHITECTURAL AND ENVIRONMENTAL RESTRICTIONS

The Property shall be subject to the following architectural and environmental restrictions:

14.1 Establishment of Committee. The Board of Directors may establish an "Architectural Control Committee". The initial Architectural Control Committee shall consist of one (1) member, the Declarant or its respective heirs and/or assigns. The Declarant shall serve as the Architectural Control Committee in its sole discretion until all of the Lots in Peregrine Falcon have been sold or transferred to an Owner. Thereafter, the Architectural Control Committee shall consist of 3 or 5 members appointed by the Board of Directors to serve at the discretion of the Board. If the Board of

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Directors does not create an Architectural Control Committee, any reference in this Declaration to "Architectural Control Committee" shall apply to the Board of Directors.

14.2 Review by Committee. From and after the conveyance of an improved Lot by Declarant to an Owner other than Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event the Architectural Control Committee shall fail to approve or disapprove such design, materials, colors and location within thirty (30) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this section will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

14.3 Appeal of Committee Decision. Any applicant may appeal a decision of the Architectural Control Committee disapproving submitted plans and specifications to the Board of Directors within ten (10) days of receipt of the written notice of disapproval. The Board of Directors shall notify the applicant of its decision regarding such appeal within ten (10) days of receipt of such applicant's request for an appeal. All decisions of the Board of Directors are final and binding upon the owner.

14.4 Building Design. It is the intent of this Declaration that all buildings and structures within Peregrine Falcon shall be designed to be compatible and coherent with the vernacular style of "Craftsman" architecture and in accordance with principles of "Traditional Neighborhood Design (THD)" as outlined below:

(a) The roof forms should be straightforward gable or hip with pitches between 6/12 and 10/12. Roofing materials should be laminated fiberglass shingle with a minimum 25-year warranty in a weathered wood color.

(b) A minimum of 50% of all front elevations must have some type of masonry i.e. (stucco, brick or stone). Facades that utilize partial areas of masonry cladding should locate the masonry in areas that maintain and enhance the architectural character of the building.

(c) Minimum house size: Split level or California Split 1550 _____

True Ranch	1650	_____
1 ½ Story	1700	_____
2 Story	1700	_____

14.5 Site Design. It is the intent of this Declaration that all site elements within Peregrine Falcon shall be designed in accordance with the principles of "Traditional Neighborhood Design (THD)" as outlined below:

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(d) Fences within the front yard area and extending back to ten feet (10') behind the main building façade should not be higher than four feet (4'). Fences in side yards that are along a secondary street should not be higher than six feet (6'). Side yard fences behind the front yard zone should not be higher than six feet (6'). Fences along the rear should not be higher than six feet (6'). Chain link fences are not allowed in any location

(e) Air-conditioning compressors and other building equipment should not be located within the front yard zone. Window air conditioner shall not be allowed.

(f) The planting and maintaining of shade trees and other perennial landscaping materials by the Owners is encouraged.

14.6 Building and Materials and Construction. It is the intent of this Declaration that all buildings and structures within Peregrine Falcon shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction to insure that they are in conformance with the general objectives of the project as enumerated herein. Materials and detailing should be appropriate for the overall style of the home. Accessory Structures, fences, enclosures, appurtenant structures to, or extrusions from any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express consent of the Architectural Control Committee.

14.7 Land and Landscaping Maintenance. It shall be the duty of the Owners to keep and maintain (including necessary watering, fertilizing, aerating, spraying, pruning, weeding and replacement) the lawns, ground covers, trees, shrubbery, vines and landscaping beds on Lots, including all easements within Lots other than easements dedicated to the Association. Fertilizing and spraying shall be conducted in such a manner as to avoid contamination to the drainage system and destruction to plant materials. All live trees shall be preserved unless express written consent to remove such trees has been granted by the Architectural Control Committee. All dead trees shall be replaced promptly. The Association shall have the right, upon ten (10) days' notice to the Owner of the property involved of the action intended to be taken, at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim, prune or replace any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Architectural Control Committee or Board of Directors to keep such property in neat and good order, all at the cost and expense of the Owner. All costs and expenses incurred by the Association hereunder shall be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property equal in priority to the lien provided for in Section 10.10 hereof, and enforceable in the same manner as therein provided. In addition to the foregoing rights, the Association may, in the interest of the general welfare of all Owners, maintain, repair or replace improvements constructed on any Lot if, in the judgment of the Association, the Owner(s) have failed or refused to perform such maintenance, repair or replacement within a reasonable time after written notice of the necessity thereof has been given by the Association. All costs and expenses incurred by the Association shall be paid by the Owner(s) as applicable upon demand and if not paid within ten (10) days, they shall become a lien upon each Lot equal in priority to the lien provided for in Section 10.10 hereof, and enforceable in the same manner as therein provided.

14.8 Occupancy Prior to Completion of Residence. In the event that the Association grants approval to an Owner to occupy a Lot prior to final completion of all improvements, the Owner shall execute a letter to the Association agreeing that he, she or they will timely complete the residence according to plans and specifications approved by the Association.

14.9 Accessory Structures. The Accessory Structure on any Lot shall consist of a detached structure, which consists of a garage on the ground level and is enclosed on all sides. The Accessory Structure may include a second level, which may be used as living space, home office, or ancillary use. The Accessory Structure shall not be greater than two stories in height and shall not have eave or ridgelines that are higher than that of the primary structure. The Accessory Structure must be located within the rear one-third (1/3) of the Lot. The Accessory Structure footprint shall not be greater than one-third (1/3) of the finished area of the primary structure, excluding the basement. All vehicle access to the Accessory Structure shall be from private alleys. Covered arcades or breezeways may connect the primary structure and Accessory Structure without causing the Accessory Structure to be considered attached to the primary structure.

14.10 Building Setback Lines. No building shall be located on any Lot nearer to the front or nearer to the side or rear Lot lines than the minimum setback lines required by Peregrine Falcon:

(a) Primary Building Structure:

(i) Front yard setback along City owned streets ("Neighborhood Streets"): Twenty feet (20') from the exterior face of the dominant building wall.

(ii) Rear yard setbacks: Twenty-five feet (25') from the dominant face of the exterior wall of the building.

(iii) Side yard setbacks: Seven feet (7') from the property line to the dominant face of the exterior wall of the building.

14.11 Uncompleted Structures. No building, addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction.

14.12 Frontage. All residences shall present a good, well-maintained frontage harmonious in design to the neighborhood on the street on which it is located. Residences located on corner lots shall present a good, well-maintained frontage harmonious in design to the neighborhood on both streets.

14.13 No Sight Obstruction. No fence, wall, hedge or shrub planting which obstructs sight lines at a height greater than two and one-half (2 1/2) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight limitations shall apply to any Lot within sixty-five (65) feet from the intersection of the street property line with the edge of the driveway on such Lot.

14.14 Driveways. Driveways must be constructed of concrete.

15. USE RESTRICTIONS

All of Peregrine Falcon shall be subject to the following use restrictions for and on behalf of each and every Owner of any Lot, their grantees, lessees, successors and assigns.

15.1 Resubdivision. No Lot shall be subdivided nor shall a fractional part of any Lot be sold without the consent of the Association, except by Declarant in connection with the construction of one or more new single-family homes.

15.2 No Commercial Activities. No commercial activities of any kind shall be conducted on any Lot other than home professional pursuits without employees that produce no public visits or non-residential storage.

15.3 Nuisances. No noxious or offensive activity shall be carried on upon any portion of Peregrine Falcon, nor shall anything be done thereon that may become a nuisance or annoyance to the neighborhood in the judgment of the Association, including, but not limited to, the use of amplifiers or other devices for the transmission of music and other sounds which can be heard from an adjoining Lot and the repair or maintenance of any motor vehicle except as permitted in Section 15.24 hereof. No exterior lighting shall be directed outside the boundaries of a Lot.

15.4 Maintenance of Lots. Each Owner shall maintain and keep his, her or their Lot (including all areas or facilities exclusively reserved for such Lot) in good order and repair (except for such repairs and maintenance as may be assigned to the Association), and shall do nothing which could prejudice the structural integrity or increase the rate of insurance on the improvements or which would be in violation of the law. Each Owner shall keep all grass, plantings and other vegetation on the Owner's Lot neatly cut, trimmed and in healthy condition. No grass shall be allowed to grow taller than (6) inches on any Lot.

15.5 Obstructions. There shall be no obstruction of the Common Facilities or any storage or construction or planting thereon by any Owner unless approved in writing by the Association.

15.6 Animals. No animals of any kind shall be brought onto or kept within Peregrine Falcon, except dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are kept in a fully enclosed area or are leashed. The keeping of any pet which, by reason of its noisiness, smell or other factor, is an annoyance to the neighborhood or a nuisance as determined by the Association in its sole judgment is prohibited. The number and types of pets kept on any Lot, and the maintenance of such pets, shall comply with the Ordinances of Kansas City, Kansas.

15.7 Parking of Motor Vehicles, Boats, Motorcycles, Campers and Trailers. Except as may be reasonably and temporarily required for construction activities and deliveries, no trucks, tractor trailers or commercial vehicles, boats, motorcycles, campers, house trailers, all terrain vehicles, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot, including a driveway on such Lot, on the public street in front of a Lot, unless they are parked or stored in an enclosed garage. The foregoing prohibition shall not apply to van type vehicles with a capacity of three quarters ton or less and used exclusively for private or personal purposes. All automobiles owned or used by property owners or occupants, other than temporary guest and visitors shall be parked in

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEREGRINE FALCON PHASE I

garages or driveways. No vehicles of any description shall be parked on the streets of the subdivision for more than 4 hours per day, except as provided in the first sentence of this paragraph.

15.8 Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing of the Architectural Control Committee, except as directed by Declarant in connection with the construction of one or more new single-family homes.

15.9 Satellite Dishes, Antennae, Wires, Etc. No satellite dish, radio, television or any other type of transmitting or receiving antennae, or lightening rods, or weather vanes shall be erected or maintained on the roof of any structure more than five (5) feet higher than the roof of such structure within Peregrine Falcon, nor shall any satellite dish which is in excess of eighteen (18) inches in diameter be erected or maintained upon any Lot.

15.10 Obstruction of Traffic. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

15.11 Antennas. No outside radio or television antennas or satellite dish in excess of 18 inches in diameter shall be erected, installed, constructed or maintained on any Lot without the consent of the Board.

15.12 Temporary Structures. No trailer, tent, shack, garage, barn or other structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.

15.13 Storage of Rubbish. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above-ground receptacle is approved by the Architectural Control Committee or provided by the City of Kansas City, Kansas. The Board may, from time to time, establish more strict restrictions governing the storage of rubbish on Lots or Common Facilities.

15.14 Garages. All garages must be equipped with doors that shall be kept closed as much as practicable to preserve the appearance of the Lot.

15.15 Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence for a single family. A single-family residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants. Garages are limited to the storage of vehicles and accessories. No house may be occupied in violation of the housing and zoning codes of the City of Kansas City or other applicable city ordinances.

15.16 Signs. Except as otherwise herein provided, no signs, window displays, or advertising signs shall be placed on any Lot or structure without the prior written consent of the Association. One exception is customary name and address signs not to exceed twenty-four (24) square inches in size. Another exception is one "For Sale" sign not to exceed five (5) square feet in size, which may be placed on each Lot for the sole and exclusive purpose of advertising the Lot upon which it is placed for sale and/or lease. The use of restriction is subject to the provisions of Section 20 regarding the rights of the Declarant.

15.17 Grades. Within any slope area established on the Plat, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction or flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.

15.18 Fuel Tanks. No fuel tanks or containers of any nature shall be placed, erected, installed, or constructed on any Lot. No underground, enclosed propane tank shall be allowed without prior approval of the Association.

15.19 Swimming Pools. In-ground pools of any kind on any Lot shall not be erected or maintained without the prior written approval of the Association. In any event, any swimming pool must be located in the rear yard area between two parallel lines extended from the sides of the main residence structure to the rear property line and be constructed of quality materials and installed in a manner to prevent water leakage or structural collapse.

15.20 Playground Equipment. Playground equipment should be placed in the rear of the property at all times. No basketball goal shall be installed on the house or garage and basketball backboard, if any shall be inconspicuous from the street.

15.21 Fences; Patios; Storage Areas. No fencing, patios, or storage areas of any type shall be erected or maintained on any Lot without the prior approval of the Association.

15.22 Laundry Lines. No permanent poles for attaching wires or lines for the purpose of hanging laundry shall be constructed on any Lot. Temporary, foldable, or removable devices may be used so long as they are not kept erected for more than twenty-four (24) hours at a time. Nor shall any clothing, rugs or other items be hung on any railing, hedge or fencing, which may be visible from the street.

15.23 Rentals and Boarders. Owners shall not have the right to rent rooms. No "boarders" shall be permitted to reside in Peregrine Falcon. A "boarder" shall include a person who is not a member of the immediate family of the Lot Owner or principal occupant of a dwelling (with the exception of parents or foreign exchange students) but who resides therein and pays rent or remuneration in kind to the Lot Owner or principal occupant.

15.24 Inoperable Vehicles. No disabled, vagrant, unlicensed, or inoperable motor vehicle shall be placed on any Lot.

15.25 Vehicle Repairs. No repairing, body work or painting of any motor vehicles is permitted, except in an enclosed garage and only then when the repairing, body work or painting is done to a motor vehicle owned by a resident dwelling on the Lot on which such activity takes place.

15.26 Indemnification for Actions of Others. The Owners do hereby indemnify the Association, its officers and directors, and other Owners and occupants for the actions of Owner's children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

16. RECONSTRUCTION

Each Owner, his successors and assigns, hereby covenants and agrees to maintain his Lot in a neat and proper condition and to perform all necessary repairs unless the Association is responsible for such maintenance and repair. Each Owner further covenants and agrees to promptly restore, rebuild or replace all or any portion of the Owner's dwelling unit when destroyed or damaged by any cause. Each Owner further agrees that to guarantee performance of this covenant, he will maintain casualty insurance covering his Lot and dwelling unit with reputable companies in an amount sufficient to restore or rebuild the dwelling unit and its appurtenances. Fences constructed between residences shall be the joint responsibility of the Owners on both sides. Each owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return to substantially the natural state in which it existed before improvement.

17. EASEMENTS

17.1 Utility Easements. If easements for the installation and maintenance of utilities and drainage facilities are reserved within Peregrine Falcon, such easements shall include the rights of egress and ingress for construction and maintenance purposes. No structure, planting, or other material shall be permitted to be placed or remain within easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels, or which in any other manner obstruct the use for which these easements are reserved. No excavation or fill shall be made or operation of any kind shall be performed which will reduce or increase the earth coverage over underground utilities as stated on the Plat without the written approval of the Director of Public Works of the Unified Government of Wyandotte County, Kansas as to utility easements; or the Director of the Board of Public Utilities of the Unified Government of Wyandotte County, Kansas as to water main easements.

17.2 Association's Right of Entry. The Association and its agents shall have the right of entry on any Lot for the purpose of removing or remedying any condition forbidden by this Declaration or of exercising its rights under this Declaration.

18. MAINTENANCE

18.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Facilities; such maintenance shall be funded by Assessments.

18.2 Owner's Responsibility. All maintenance of the Lots, and all structures, improvements, sidewalks and other improvements within or upon the Lots shall be the sole responsibility of the Owner, who shall perform such maintenance in a manner consistent with the standards of this Declaration; provided that the maintenance of a fence constructed between residences shall be the joint responsibility of the adjoining Owners.

18.3 Owner's Failure to Comply. In the event the Association determines that any Owner has failed to maintain such Owner's Lot in a neat and attractive manner consistent with the provisions of this Declaration, the Association shall give the Owner written notice of the Association's

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intend to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particulars the maintenance, repairs or replacements deemed necessary. The Owner shall have thirty (30) days within which to complete the maintenance, repair, or replacement or in the event that such maintenance, repair, or replacement is not capable of completion within the thirty (30) day period, to commence such work which shall be completed within a reasonable time as established by the Association. One notice per violation will be given and will cover any continuation of that violation.

(a) In an emergency, the Association may take remedial action immediately without giving the thirty (30) day notice.

(b) If an Owner fails to maintain his, her or their Lot as provided in Section 15.4 and fails to respond within seven (7) days to the Association's notice to correct the condition, the Association may take immediate corrective action.

(c) Each Owner covenants and agrees that if such Owner fails to comply with the provisions of this Declaration, the Association shall have the right, without being deemed guilty of trespass, to enter upon the Lot to provide any maintenance, repair, or replacement at the Owner's sole cost and expense.

19. REMEDIES AND ENFORCEMENT

19.1 Enforcement. The Association and each person to whose benefit this Declaration inures, may, in addition to any other remedy provided herein, proceed through the judicial system to prevent the occurrence or continuation of any violation of any provision of this Declaration.

19.2. Suspension of Rights. The association may suspend all of an Owner's voting rights for any period during which any Assessment against such Owner remains unpaid, or during the period of any continuing violation of the provisions of this Declaration or the Rules and Regulations. Suspension shall commence when an Owner is declared to be in violation of this Declaration or the Rules and Regulations by the Association and such suspension shall continue for an additional period not to exceed thirty (30) days after the violation has been cured.

19.3 Cumulative Remedies. Remedies are cumulative and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy. No delay or failure on the part of any aggrieved party to invoke an available remedy shall be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

19.4 Self-Help. In addition to any other remedies, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration or the Rules and Regulations. Unless an emergency situation exists, the Association shall give the violating Owner thirty (30) days written notice of its intent to exercise self-help. All costs of self-help against the violating Owner shall be collected as a Specific Assessment against such Owner. Neither the Association nor its agents shall be deemed guilty of trespass in connection with the exercise of the Association's rights under this Section 19.4.

19.5 Attorneys' Fees. The court in any action relating to the terms and provisions of this Declaration and the enforcement hereof between the Association and any other party may award the Association reasonable expenses in prosecuting or defending such action, including attorneys' fees actually incurred irrespective of the amount involved. In the event the Declarant or Association shall bring suit against an Owner for a violation of any of the provisions of the Declaration, the costs and attorneys' fees actually incurred in connection with such suit, including the costs incurred by the Association prior to any formal legal action, will be assessed against the Owner as a Specific Assessment.

19.6 Fines. The Board may by resolution levy a fine of up to Twenty-Five Dollars (\$25.00) per day upon any Lot for the continuing violation of the Declaration or the Rules and Regulations by the Owner or the Owner's tenant or occupant. Such fine shall only be imposed after the Board has given the Owner at least twenty (20) days written notice that a hearing will be held to determine the existence of any violation and only after the Board determines at such hearing that a violation exists. Any unpaid fines shall constitute a lien against the Lot.

20. DECLARANT'S RIGHTS

20.1 Reservations by Declarant. Notwithstanding any provisions of this Declaration to the contrary, the Declarant reserves the following rights, powers, and exceptions regarding each and every Lot subject to the terms and provisions of this Declaration.

(a) Additional Property. Declarant reserves the right to add additional real property which may become subject to this Declaration by reference in a recorded plat, deed or other recorded instrument or to approve the addition of other real property by recorded instrument, which instruments shall specifically subject the parcel or parcels to this Declaration.

(b) Signs. Nothing herein shall be construed to prohibit Declarant from erecting signs as it shall deem necessary or suitable in its sole discretion, on any Lot or Lots.

(c) Temporary Structures. Nothing herein shall be construed to prohibit the establishment or maintenance by Declarant, or a third party designated by Declarant, of a temporary trailer or outbuilding for the purpose of housing a sales office or a construction headquarters, or for any other purpose it deems necessary, on any part or parts of Peregrine Falcon until the last Lot in Peregrine Falcon has been sold by the Declarant to a third party purchaser.

(d) Liability for Assessments. So long as any Lot shall be owned by the Declarant, such Lot shall not be subject to the provisions of Section 10, and the Declarant shall not be subject to the requirements thereof and shall in no manner whatsoever be held responsible for the payment of any Assessment hereunder.

(e) Amendment. Declarant reserves the right to amend this Declaration by modification, addition, or deletion of any provisions hereof for a period of ten (10) years from the date of recording of this Declaration or until Declarant has closed upon and conveyed all Lots in Peregrine Falcon, whichever occurs last.

(f) Refunds. Declarant reserves the right to receive any utility or development deposits or escrows which may be refunded.

21. ORDINANCES AND RESTRICTIONS

21.1 City Ordinances. Nothing contained herein shall in any way be construed to abrogate, nullify, or otherwise affect the application of the ordinances of Kansas City, Kansas to Peregrine Falcon.

22. GENERAL PROVISIONS

22.1 Duration. The covenants and conditions and restrictions of this Declaration shall run with and bind all land and improvements within Peregrine Falcon and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot, his, her or their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded. After that they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing is signed by a majority of the then Owners, agreeing to change these covenants and conditions and restrictions, in whole or in part, or to terminate them.

22.2 Amendment. Declarant may amend this Declaration unilaterally pursuant to Section 20.1(e) hereof. Any other amendment to this Declaration shall be effective only with the written consent of (a) at least seventy-five percent (75%) of the Owners, (b) the Board of Directors of the Association, and (c) the Declarant, for a period of ten (10) years following the date this Declaration is recorded. Amendments to this Declaration shall become effective upon recordation in the Unified Government of Wyandotte County's Register of Deeds unless a later effective date is specified in the recorded amendment.

22.3 Assignment. The Declarant, by appropriate instrument, may assign or convey to any person(s), organization or other entity any or all of the rights, reservations, easements and privileges herein granted to it and, upon such assignment or conveyance, its grantee or assigns may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges.

22.4 Severability. Every provision of this Declaration is declared to be independent of and severable from every other provision. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain unimpaired and in full force and effect.

22.5 Captions and Gender. Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions. Any reference to the masculine shall include the feminine and any reference to the feminine shall include the masculine and any reference to the singular shall include the plural.

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DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEREGRINE FALCON PHASE I

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Residential Covenants, Conditions and Restrictions for Peregrine Falcon on the date and year first above written.

PFDC Holdings, LLC,
a Kansas limited liability company

By: Hughes Development Company, Inc. d/b/a/ & a/k/a
Hughes Development Corporation, Incorporated,
a Kansas corporation

Its: Manager

By:


Robert Hughes, President

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEREGRINE FALCON PHASE I

EXHIBIT A

Legal Description

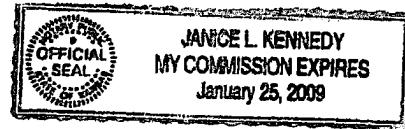
Peregrine Falcon First Plat, all of lots 1 thru 7, all of lots 38 thru 44, all of lots 54 thru 63, lots 73, 74 and lots 85 thru 89 in Kansas City, Wyandotte County, Kansas

STATE OF KANSAS)
COUNTY OF WYANDOTTE)
SS)

On this 1st day of November 2006 before me appeared Robert Hughes, to me personally known, who, being by me duly sworn, did say that he is the President of Hughes Development Company, Inc., manager of PFDC Holdings, LLC, a Kansas limited liability company, and that said instrument was signed in behalf of said company by authority of its members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in the City and State aforesaid on the day and year first above written

Notary Public



My Commission expires: January 25, 2009

