

this requirement. Design Review Committee approval to exceed the height for specific site topography is required.

- (c) Airport Overlay District. All Lots listed in this Declaration and Agreement establishing Restrictive Covenants are part of an Airport Overlay District for the City of Manhattan Regional Airport. This residential subdivision is located within the airport flight path which at times may have aircraft noise. By purchasing lots in the Community, the Lot Owner, acknowledges that such Lot is in the Airport Overlay District and holds the Developer harmless therefore.
- (d) Roofs. Roofs shall be cedar shake or cedar shingles, slate, tile, or concrete tile, or forty-year architectural grade asphalt shingles. Flat roof residences are not allowed. 6/12 minimum roof pitch. Any roof pitch less than 6/12 will be on the rear elevation, shall not exceed twenty-five percent (25%) of the structure, and is subject to Design Review Committee approval.
- (e) Interior Fire Sprinkler. Lots One through Five (1-5) in Unit One (1) will not require residential fire sprinkler systems. Lots Six through Twelve (6-12), Unit One (1), and all future Phases of Grande Bluffs will require a residential fire sprinkler system installed in the home at initial construction.
- (f) Colors and Materials. All exterior colors are subject to review and approval by the Design Review Committee. Chimneys shall conform with the character of the house. Fireplace foundations or architectural trim shall be extended to the ground and roof exposure. Through-the-wall gas fireplaces are not allowed. No through-the-wall mechanical venting gas fireplaces shall be allowed.
- (g) Garages. Garages are to be given the same architectural treatment and constructed of the same materials as the main structure. Each residence shall have an attached, private, fully enclosed garage. Garages shall have a minimum of space for two cars. The interior walls of all garages must be finished in a quality material. No garage may be left open, visible to the public street, for extended periods of time. No garage shall be permitted to be enclosed for living or used for purposes other than storage of automobiles and related normal use.

Side entry garages are encouraged wherever possible. No more than three (3) garage spaces may face the street, and a maximum of four garage spaces per home are allowed. Garages shall not exceed forty percent (40%) of the front elevation width.
- (h) Siding. Sixty percent (60%) of the front elevation shall be faced with masonry material such as brick, stone, stucco, or like material which shall extend to ground level with no exposed foundation. The remaining elevations shall be faced with quality facing materials such as brick, stone, stucco, wood or cement board lap siding.

The following material will not be allowed: exposed standard concrete block, board and batt, metal or vinyl siding, metal or vinyl windows. Alternative siding may be allowed with Design Review Committee approval. Prefabricated metal buildings are not allowed.

7.5 Construction Limitations.

- (a) Unfinished Work. Once commenced, construction shall be completed within twelve months, and it shall not be left in a partially finished condition for more than thirty (30) days without written approval for the Design Review Committee. Six (6) months after occupancy, the landscaping requirements must be installed.
- (b) Destroyed Homes. Homes destroyed by fire or natural disaster shall be demolished and/or removed from the premises within three months and new construction started expeditiously, weather permitting. The same standards and procedures shall apply as for new construction. Partially burned or damaged property shall follow the same rules and standards.

7.6 Review Process. Approval of the builder and signed plan approval by the Design Review Committee shall be required prior to the undertaking of any site improvements, construction, or installation, including clearing, grading, paving, signs, structures, landscaping, building additions or alterations, and subdivisions. Review shall be coordinated with the required governmental approvals. Submission to the City for building permits or site plan approval should not be made until final plans have been approved by the Design Review Committee.

7.7 Interpretation and Waiver. In order to meeting special situations which may not be foreseen, it may be desirable from time to time for the Design Review Committee to allow variances of certain requirements. Any variance granted is considered not to be precedent setting because the decision is being made in the context of the specific project in question with the welfare of the overall Community in mind. All approval and consents of the Design Review Committee shall be in writing, and oral approvals or consents shall be of no force or effect.

7.8 Design Review Committee Authority and Limits of Liability

- (a) The address of the Design Review Committee shall be the address established from time to time by resolution of the Community Association. Such address shall be the place for the submittal of plans and specifications.
- (b) The establishment of the Design Review Committee and Design Review Standards shall not be construed as impairing the obligation of any Owner to maintain or repair his Lot as may otherwise be specified in the Declaration, the Community Rules, or Community Association Articles or Bylaws.
- (c) No Residence, fence, wall, or other structure, or improvement of whatever type shall be commenced, erected, or maintained within the Community, nor shall there be any addition to or change to the exterior of any residence, or other structure or improvement upon a Lot, or the landscaping, grading, or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers, and fences, except in compliance with the plans with the plans and specifications therefore which have been submitted and approved by the Design Review Committee. The Design Review Committee may reject plans and specifications, without citing specifics, for the following reasons, among others: (i) insufficient information to adequately evaluate the design or its intent; (ii) poor overall design quality; (iii) incompatible design elements; (iv) inappropriate design concept or design treatment, and (v) a design found to have an adverse effect on the character of the Community or its residents. In recognition of the fact that the overall impact of

improvements on any Lot involves issues of taste and judgment which cannot be completely reduced to Design Standards, the appropriate Design Review Committee shall also have the right to reject plans and specifications conforming to the Design Standards if the Committee believes that the overall aesthetic impact of any proposed improvement, addition, alteration, or change is detrimental to the Community.

- (e) By its approval of plans and specifications, the Design Review Committee shall not be deemed to have approved the same for engineering design, or for compliance with zoning and building ordinances, and by approving such plans and specification neither the Design Review Committee, the members thereof, the Community Association, any of its members, its officers, its Board, nor the Developer assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specification. Neither the Design Review Committee, any member thereof, the Community Association is officers, its Board, nor the Developer shall be liable to any Owner or other Person for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specification; or, (iii) the development, or manner of development, or any property within the Community; or otherwise, whether or not the facts are therein correct; provided however, that such action, on the basis of the actual knowledge possessed by the Person in question, was take in good faith. Approval of plans and specification by the Design Review Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specification comply with applicable governmental ordinances and regulation including, but not limited to, zoning ordinances and building codes.
- (f) Any member or authorized consultant of the Design Review Committee, the Developer or its representative, or any authorized officer, director, employee, or agent of the Community Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot, after reasonable notice to the Owner, in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been, or are being, build in compliance with the plans and specifications approved by the Design Review Committee, the Design Standards, and this Declaration. The Design Review Committee shall cause such an inspection to be undertaken within a reasonable time (not to exceed thirty (30) days) of a request therefore from any Owner as to his or her Lost which request shall contain an affirmative statements by such Owner of such Owner's good faith belief that such Owner is in compliance with the approved plans and specifications, the Design Standards, and the other provisions hereof.
- (g) The Community Association may promulgate such rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration in order to enforce compliance with the Design Standards set forth herein. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE COMMUNITY ASSOCIATION BOARD BY FIX A FINE OF UP TO \$10,000 FOR FAILURE TO OBTAIN ANY REQUIRED APPROVAL FROM THE DESIGN REVIEW COMMITTEE OR TO COMPLY WITH ANY SUCH APPROVAL. The Community Association may further take such legal action as it deems necessary to enforce such compliance as set forth in Section 8.18 of Article VIII.

- 7.9 Public Approvals. All pertinent requirements of public agencies shall be followed in the development of the Lot, and all plans must be approved by the appropriate departments of the City. Each Owner must verify code requirements at the time of purchase and development. Although based in part on local zoning and subdivision regulations, the Design Standards may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which Design Standards or approvals given by the Design Review Committee are at variance with the public agency requirements, the more restrictive regulations shall govern. Final legal approvals permitting development and occupancy of the property will be made by the City.

ARTICLE VIII Use and Occupancy Restrictions

The restrictions hereinafter set forth in this Article VIII are hereby established in the Community.

- 8.1 Residential Use. Each Lot within the Residential District may be used only for residential purposes and no other, except home occupations, as defined in this Article shall be permitted. The following are intended to be examples of home occupations that are permitted:

- (a) Dressmakers, seamstresses, tailors.
- (b) Music teachers, dance or art instructors, provided that instructions shall be limited to one pupil at a time, except for occasional groups.
- (c) Artists, sculptors and authors or composers.
- (d) Ministers, rabbis, priests.
- (e) Offices.
- (f) Home crafts, such as model making, rug weaving, cabinet making, etc.
- (g) Child care providers.

No occupation shall be permitted unless it complies with the following restrictions:

- (a) No stock in trade shall be displayed, rented, sold, or stored on the premises, except for articles produced by persons residing on the premises, and except for items customarily stored or sold through a home occupation.
- (b) No alteration of the principal residential building shall be made which changes the character thereof as a dwelling.
- (c) No more than twenty five percent (25%) of the dwelling unit shall be devoted to a home occupation. In addition the total area of the premises devoted to the

home occupation shall not exceed fifty percent (50%) of the total living area of the dwelling unit.

- (d) There shall be no outdoor storage of equipment or materials used in the home occupation.
- (e) No person shall be employed by the home occupation, unless they reside in the dwelling unit.
- (f) The home occupation shall be conducted entirely within the principal residential building or in a permitted structure accessory thereto.
- (g) No sign shall be permitted.
- (h) There shall be no noise, smoke, dust, odor, or vibrations emanating from the property which unreasonably either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of person off of said property.

In the event of a question regarding whether a proposed or existing home occupation complies with this Article, the decision of the Design Review Committee shall control. No business of commercial building may be erected on any Lot and no business of commercial enterprise, or other, non-residential use, may be conducted on any part thereof. No temporary buildings, structures, or trailers may be erected, placed, or maintained on any Lot, except as expressly permitted by, and in compliance with, the applicable Design Standards. Nothing herein contained shall be deemed to limit the Developer's rights as set forth in Article XI.

- 8.2 Sign Easements. The Developer shall grant to the Community Association easements for signs to be placed on Lot 1 and on Lot 15 in Grand Bluffs at Mill Point, Unit 1, said easements to be in the form attached as **Exhibit "B"** and **Exhibit "C."** The easements so granted shall be permanent in character and are granted for the purpose of locating, constructing and maintaining a permanent developer's sign and indicating the name of the Subdivision, "*Grande Bluffs,*" and other pertinent information as may be necessary to identify said subdivision.
- 8.3 Animals. No animals, including horses or other domestic farm animals, fowl, or poisonous reptiles of any kind may be kept, bread, or maintained on any Lot, except a reasonable number of commonly accepted household pets in accordance with the Community Association Rules. No animals shall be kept, bred, or raised within the Community for commercial purposes. In no event shall any domestic pet be allowed to run free away from its Owner's Lot or so as to create a nuisance.
- 8.4 Nuisances. No Owner shall permit or suffer anything to be done or kept about or within his or her Lot or on or about any portion of the Community which will obstruct or interfere with the rights of other Owners, Occupants, or Persons, or annoy them by unreasonable noises, or

otherwise, nor will her or she commit, or permit any nuisance, or commit, or suffer any illegal act to be committed therein. Each owner shall comply with the Community Association Rules and the requirements of all health authorities and other governmental authorities having jurisdiction over the property.

- 8.5 Boats and Motor Vehicles. No boats, trailers, buses, motor homes, campers or other recreational vehicles shall be parked or stored in, or upon the Lot except within an enclosed garage. No vehicle shall be repaired (except minor repairs) or rebuilt on any Lot. The Community Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with the law.
- 8.6 Garbage. No garbage or trash shall be kept, maintained, or contained in any Lot so as to be visible from another Lot. No incinerator shall be kept or maintained on any Lot. No refuse pile, garbage, or unsightly objects shall be allowed to be placed, accumulated, or suffered to remain anywhere on a Lot.
- 8.7 Mining. No portion of the Community shall be used in any manner to explore for or remove any water, oil, or other hydrocarbons, or minerals of any kind, or earth substance of any kind.
- 8.8 Safe Condition. Without limiting any other provision in this Article VIII, each Owner shall maintain and keep his or her Lot at all times in a safe, sound, and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots. All improvements on a Lot which are damaged by or destroyed by fire or other casualty shall be repaired and restored by the Owner thereof with due diligence.
- 8.9 Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging areas for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on each Lot.
- 8.10 No Further Subdivision; Compounds. No Lot shall be divided or subdivided except by the Developer. If an Owner owns contiguous Lots, they may be combined into a single home site by only upon obtaining the prior written approval of the Design Review Committee (each such approved combination of Lots being called a "Combined Lot"); provided, however, (i) for all purposes of determining Owner's Proportionate Share, a Combined Lot shall be deemed only one Lot; (ii) all Assessments in respect of a Combined Lot shall constitute a lien, as provided in Article IV, upon the entire Combined Lot shall be entitled to the rights of only one Community Association Membership in respect of all such Lots so combined. In addition, once two or more Lots have been so combined to form a Combined Lot they shall remain as such, and the Owner(s) thereof shall not be permitted at any time to rent, sell, or otherwise transfer or convey less than all of such Combined Lot.
- 8.11 No Obstructions to Drainage. No Owner shall erect, construct, maintain, permit, or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of the land or within any area designated on the Plat, or other binding document, as a "drainage easement," or which has been intentionally contoured to facilitate drainage, except that with the prior consent of the City and the Design Review Committee, nonpermanent structures, including fences, may be erected in those areas which contain only underground closed conduit storm drainage facilities.
- 8.12 Outbuildings Prohibited. No building or other detached structure may be erected on any Lot without the consent of the Design Review Committee.

- 8.13 Storage Tanks. No exterior storage tank for fuel or anything else shall be allowed on any Lot.
- 8.14 Garage Doors. Garage doors shall be kept closed except when opened for the removal or the parking or replacing of a vehicle or other item from the garage.
- 8.15 Rental of Lots. An Owner who leases his or her Lot to any Person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, the Design Standards, and the Community Association Articles and Bylaws, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his or her lessee thereof.
- 8.16 Solar Panels. Solar panels shall not be erected without the prior written consent of the Design Review Committee, and in no event shall the same face any street.
- 8.17 Subsequent Modifications. Even after the structure has been completed and occupied, the approval of the Design Review Committee is required prior to undertaking any changes or additional construction affecting the exterior of the home. This would include adding or changing decks, pools, gazebos, outside lighting, cabanas, driveways, walks, fences, retaining walls, basketball goals, landscaping etc. It would also include any grading changes that affect drainage.
- 8.18 Enforcement. The Community Association or its authorized agents may enter any Lots on which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. Such expenses, and such fines as may be imposed pursuant to this Declaration or the Community Association Rules shall be a special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of Article IV hereof. All remedies described in Article XIII hereof and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner, Occupant, or other Person of any provision of this Article VIII.
- 8.19 Modification. The Community Association may modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Community and the Lots by reasonable rules and regulations of general application within the Community adopted by the Community Association Board from time to time which shall be incorporated into the Community Association Rules.

ARTICLE IX

Additional Restrictive Covenant on Land

- 9.1 Purpose. A Declaration of Restrictive Covenants filed at the Register of Deeds, Riley County, Kansas, Book 842, Pages 1691-1697 for the purpose of retaining and maintaining land or water areas on the property in their natural condition and to retain such areas as a suitable habitat for wildlife, are hereby made a part of this Declaration and are incorporated herein and Marked as **Exhibit "D."** Copies of said Restrictive Covenants are available from the Developer.

ARTICLE X
Rights of First Mortgagees

- 10.1 General Provisions. Notwithstanding and prevailing over any other provisions of this Declaration, the Design Standards of Community Association Articles, Bylaws, or Rules, the provisions of this Article shall apply to and benefit each holder of a First Mortgage upon a Lot.
- 10.2 Liability for Assessments. A First Mortgagee who comes into possession or becomes record owner of a mortgaged Lot by virtue of foreclosure of its Mortgage, or through any equivalent proceedings, such as, but not limited to, the taking of a deed or assignment in lieu of foreclosure or any third-party purchaser at a foreclosure sale or trustee's sale, will not be liable for such Lot's unpaid dues, charges, or assessments under this Declaration which may accrue prior to the times such First Mortgagee or third-party purchaser comes into possession of such Lot, or becomes record Owner of the Lot, whichever occurs first, and shall acquire title free and clear of any lien authorized by or arising out of the provisions of this Declaration which secures the payment of any such dues, charges, or assessments accrued prior to the earlier of the time such First Mortgagee or third-party purchaser came into possession of such Lot or became record Owner of the Lot. Any such unpaid dues, charges, or assessments against the Lot foreclosed shall be deemed to be a Common Expense. Nevertheless, in the event the Owner against whom the original assessment was made is the purchaser of or redeems the Lot, the lien shall continue in effect and may be enforced for the Lot's Assessment that was due prior to the final conclusion of any such foreclosure or equivalent proceedings. Further, any such unpaid Assessment shall continue to exist as the personal obligation of the defaulting Owner of the respective Lot to the Community Association, and the Community Association Board may use reasonable efforts to collect the same from said Owner even after he or she is no longer a member of the Community Association or the Owner of the Lot.
- 10.3 Enforcement after Foreclosure Sale. An action to abate the breach of any of these covenants, conditions, restrictions, and reservations may be brought against the purchasers who have acquired title through foreclosure of a Mortgage and the subsequent foreclosure or trustee's sale (or through any equivalent proceedings), and the successors in interest to said purchasers, even though the breach existed prior to the time said purchaser acquired an interest in such Lot.
- 10.4 Exercise of Owner's Rights. During the pendency of any proceedings to foreclose a First Mortgage (including any period of redemption, the First Mortgagee, or a receiver appointed in any such action, may but need not exercise any or all of the rights and privileges of the Owner in default including, but not limited to, the right to vote as a Member of the Community Association in the place and stead of the defaulting Owner.
- 10.5 Subject to Declaration. At such time as the First Mortgagee shall come into possession of or become record Owner of a Lot, the First Mortgagee shall be subject to all of the terms and conditions of this Declaration, including but not limited to, the obligations to pay all assessments and charges accruing thereafter, in the same manner as any other Owner.

ARTICLE XI
Exemption of the Developer from Restrictions

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Developer, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale, or leasing of the Lots, or any part of the Community, including, but not limited to the right to designate areas for temporary sales offices in the development.

ARTICLE XII
Annexation of Additional Property

- 12.1 Development of the Project. Additional real property may be annexed to and become subject to this Declaration as hereinafter set forth in this Article XII at such time as the Developer or Community Association may elect.
- 12.2 Supplemental Declarations. A Supplemental Declaration shall be a writing in recordable form which annexes Annexation Property to this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements, and other provisions of this Declaration and shall contain such other provisions as are necessary to designate such property. Supplemental Declarations may contain such complementary addition 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 Annexation Property and as are not inconsistent with this Declaration. In no event, however, shall any such Supplemental Declaration revoke, modify, or add to the covenants established by this Declaration with respect to the portion of the Community already subject to this Declaration, except that it may reduce the Proportionate Share of any Owner.
- 12.3 Annexation without Approval of Community Association. If added at the election of the Developer, the Annexation Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Community Association provided that a Supplemental Declaration covering the Annexation Property shall be recorded by the Developer. The recordation of said Supplemental Declaration shall constitute and effectuate the annexation of the Annexation Property described therein, making said real property subject to this Declaration and subject to the functions, powers, and jurisdictions of the Community Association, and thereafter said Annexation Property shall be part of the Community for all intents and purposes of this Declaration and all of the Owners of Lots in the Annexation Property shall automatically be Owners in accordance with the terms hereof.

ARTICLE XIII
Remedies

- 13.1 General Remedies. In the event of any default by any Owner, Occupant, or other Person under the provisions of this Declaration, the Community Association, or the successors, assigns, or agents thereof, or the Developer, shall have each and all of the rights and remedies which may be provided for in this Declaration, or which may be available at law or equity, and may prosecute any action or other proceedings against such defaulting Owner, Occupant, or other Persons for an injunction, whether affirmative or negative, or for enforcement or foreclosure of any lien herein

provided and the appointment of a receiver for the Lot, or for damages, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief, all without notice and without regard to the value of the Lot or the solvency of the Owner.

- 13.2 Expenses of Enforcement. All expenses of the Community Association or the Developer or other Person granted rights of enforcement hereunder, in connection with any action or proceeding described or permitted by this Article XIII, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon until paid at the Default Rate of Interest, shall be charged to and assessed against such defaulting Owner, or other Person, and the Community Association or Developer shall have a lien as provided in Article IV therefore. In the event of any default by any Owner or other Person, the Community Association and the Developer, and any permitted manager or managing agent, if so authorized, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith, together with interest thereon until paid at the Default Rate of Interest, shall be charged to and assessed against such defaulting Owner or other Person as a Special Assessment, which shall constitute a lien against the defaulting Owner's Lot as provided in Article IV. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Community Association or the Developer.
- 13.3 Legal Action. In addition to any other remedies available under this Article XIII, if any Owner (either by his or her conduct or by the conduct of any Occupant of his or her Lot of family member, guest, invitee, or agent) shall violate any of the provisions of this Declaration or any other document contemplated hereby, as then in effect, then the Community Association, the Developer, or any affected or aggrieved Owner, shall have the power to file an action against the defaulting Owner for a judgment, or injunction against the Owner or such other Person requiring the defaulting Owner or Person to comply with the provisions of this Declaration, or any other document contemplated hereby, and granting other appropriate relief, including money damages.
- 13.4 Effect of Mortgage. Anything to the contrary herein notwithstanding, any breach of any of the covenants, restriction, reservation, conditions, and servitudes provided for in this Declaration, or any other document contemplated hereby, shall not defeat or adversely affect the lien of any Mortgage upon any Lot, but except as herein or therein specifically provided, each and all of said covenants, restriction, reservations, conditions, and servitudes shall be binding upon and effective against any lessee or owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale, sale, deed in lieu of foreclosure, or otherwise.
- 13.5 Limitation of the Developer's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that neither the Developer (including without limitation any assignee or the interest of the Developer hereunder) nor any partner in the Developer partnership (or in any such assignee) shall have any personal liability to the Community Association or any Owner or Occupant, Community Association Member, or other Person, arising under, in connection with or resulting from (including, without limitation, resulting from action or failure to act with respect to) this Declaration, the Articles, Bylaws, or Rules of the Community Association, the Design Standards or the Design Review Committee, or for any action taken or not taken pursuant to authority granted Developer therein or with respect thereto, except, in the case of the Developer (or its assignee) to the extent of its interest in the Community, and in the case of a partner in the Developer (or in any such assignee), his or her interest in the Developer (or such assignee), an in the event of a judgment against the Developer (or any partner or assignee thereof), no execution