

BYLAWS OF ROCK RIDGE HOMES ASSOCIATION, INC.

ARTICLE 1
(PLAN OF OWNERSHIP)

SECTION ONE: Ownership. The project located in Wyandotte County, State of Kansas, known as Rock Ridge, is submitted to the provisions of the Laws of the State of Kansas.

The legal description of the subject property at the time of execution of these Bylaws is as follows:

A tract of land in the West one-half of the Southwest Quarter of Section 25, Township 11 South, Range 23 East of the Sixth Principal Meridian in Edwardsville, Wyandotte County, Kansas, being more particularly described as follows:

Beginning at a point on the West line of said Southwest Quarter, said point being South 0° 00' 54" West 561.0 feet from the Northwest corner of the Southwest Quarter of said Section 25;

Thence North 89° 49' 34" East 588.48 feet, parallel with the north line of the Southwest Quarter of said Section 25;

Thence South 0° 10' 26" east 584.68 feet:

Thence South 38° 50' 01" East 64.03 feet;

Thence South 0° 10' 26" east 245.49 feet to a point on the Northerly right-of-way line of Kansas Highway No. 32, as set out in a deed for highway purposes in Book 1747 at Page 398, filed for record March 20, 1961 in the Wyandotte County Register of Deeds Office;

Thence North 83° 01' 06" West 154.60 feet, along said Northerly right-of-way line;

Thence Northwesterly, on a curve to the right, tangent to the last described course having a radius of 2764.90 feet, an arc distance of 231.62 feet, along said right-of-way line;

Thence North 78° 13' 06" west, along said right-of-way line, a distance of 254.81 feet, to a point on the West line of the Southwest Quarter of said Section 25;

Thence North 0° 00' 54" East, along said West line a distance of 769.68 feet to the point of beginning of the tract herein described, containing 499,185 square feet or 11.460 acres, more or less.

Subject to all easements and restrictions of record.

SECTION TWO. Bylaws Applicability. *All definitions as set forth in Article I of Declaration of Restrictions of Rock Ridge as recorded in the Register of Deeds of Wyandotte County, Kansas at Book 300, page 662, are hereby adopted in their entirety and are incorporated herein by reference the same as if set forth herein in full, except that the following shall be added to the definition for "Unit" found at c-A "lot" shall not be designated as a "unit" until the residence constructed thereon is ready for occupancy.*

SECTION THREE. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner are subject to the regulation set forth in these Bylaws and to the Declaration of Restrictions.

The mere acquisition or rental of any of the units, herein referred to as units, of the project or the

mere act of occupancy of any of the units will signify that these Bylaws and provisions of the Declaration of Restrictions are accepted, ratified and will complied with.

ARTICLE II.
(VOTING MAJORITY OF OWNERS, QUORUM, PROXIES)

SECTION ONE: Voting. There shall be two (2) classes of voting member: (Class A) – Members shall be all owners, with the exemption of the declarant and shall be entitled to one vote for each unit owned. When more than one person holds an interest in a unit, all such persons shall be members. The vote for such unit shall be exercised as a majority of them determine, but in no event shall more than one vote be case with respect to any Unit. (Class B) – The members shall be the declarant who shall be entitled to three (3) votes for each unit or lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever first occurs:

1. Voluntary relinquishment by the declarant;
2. Four (4) months after 75% of the units in the project have been conveyed to unit purchasers;
3. Three (3) years after the first unit estate in the project is conveyed.

SECTION TWO: Majority of Owners. As used in these Bylaws the term “majority of owners” shall mean those owners holding 51% of the votes in accordance with the ownership of said lots as shown on the plat of Rock Ridge or any amendments thereto. *For clarification, those owners holding votes consist only of those owners who are owners of “units” as defined elsewhere in these bylaws.*

SECTION THREE: Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a “majority of unit owners” as defined in the preceding paragraph of this article shall constitute a quorum.

SECTION FOUR: Proxies. Votes may be case in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

ARTICLE III.
(ADMINISTRATION)

SECTION ONE: Association Responsibilities. The owners of the units or the members will constitute the Rock Ridge Association, hereinafter referred to as “association” who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to the declarations and these Bylaws containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of association shall require approval by the owners as set forth.

SECTION TWO: Place of Meetings. Meetings of association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

SECTION THREE: Annual Meeting: *Annual meeting will be held on the second Tuesday of December beginning in 2005.* At such meetings, there shall be elected by ballot a Board of Directors in accordance with the requirements of Section Five of Article IV of these Bylaws. The owners may also transact such other business of association as may properly come before them.

SECTION FOUR: Special Meetings. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or on a petition signed by a majority of the owners and having been presenting to the secretary. No business shall be transacted at a special meeting except as stated in the notice.

SECTION FIVE: Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record at this address, at least five (5) but no more than ten (10) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

SECTION SIX: Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

SECTION SEVEN: Order of Business. The order of business at all association meetings shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notices
- (c) Reading of minutes of preceding meeting, unless waived
- (d) Reports of officers
- (e) Reports of committees
- (f) If necessary, nominations and election of directors
- (g) Unfinished business
- (h) New business

ARTICLE IV (BOARD OF DIRECTORS)

SECTION ONE: Number and Qualification. Association's affairs shall be governed by a Board of Directors composed of *six (6)* persons all of whom must be the owners of units in the project. *The board will be classified with two directors elected each year for three-year terms. For the initial year of classification, the six duly elected directors shall determine among themselves the terms of office.*

SECTION TWO: Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of association's affairs and may do all the such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

SECTION THREE: Other Duties. In the addition to duties imposed by these Bylaws or by resolutions of association and the Declarations of Restriction, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and common areas and facilities;
- (b) Collection of monthly assessments from the owners;

- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common areas and facilities;
- (d) Enforcing compliance with the Declaration of Restrictions, Articles of Incorporation and Bylaws;
- (e) Providing the insurance as set forth in the Declaration of Restrictions.

SECTION FOUR: Management Agent. The Board of Directors may employ for the association a management agent at a compensation established by the Board of Directors to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Section Three of this Article.

SECTION FIVE: Election and Term of Office. Two directors shall be elected *for three-year terms* at each annual meeting of the association but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of the members of the association held for that purpose as soon thereafter as conveniently may be. All directors shall hold office until their respective successors are elected. A director can be removed from office at any time for good cause, however, by a majority vote of the members of the association, and he may be removed without cause by a majority vote of the members of the association, unless he shall have sufficient support from the members of the association that by cumulative voting he would otherwise be able to maintain his position on the Board in a regular election of board members.

SECTION SIX: Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be director until a successor is elected at the end of the removed director's term.

SECTION SEVEN: Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

SECTION EIGHT: Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

SECTION NINE: Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors, but at least one (1) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

SECTION TEN: Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least three (3) directors.

SECTION ELEVEN: Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the

giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

SECTION TWELVE: Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION THIRTEEN: Fidelity Bonds. The Board of Directors may require that all officers and employees of association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the association.

ARTICLE V. (OFFICERS)

SECTION ONE: Designation. The principal officers of association shall be a president, a secretary, and a treasurer, all of whom shall be elected by and from the Board of Directors. The president may appoint an assistant treasurer and an assistant secretary, and such other officers as in his judgement may be necessary. All offices may be filled by the same person.

SECTION TWO: Election of Officers. The officers of association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION THREE: Removal of Officers. On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION FOUR: President. The president shall be chief executive officer of the association. He shall preside at all meetings of the association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of association's affairs.

SECTION FIVE: Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

SECTION SIX: Treasurer. The treasurer shall have responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipt and disbursements in books belong to the association. He shall be responsible for the deposit of all monies and other valuable affects in the name and to the credit of association in such depositories as may be time to time be designated by the Board of Directors.

ARTICLE VI.

(OBLIGATIONS OF THE OWNERS)

SECTION ONE: Assessments. All owners are obligated to pay monthly assessments imposed by association to meet all project expenses, which may include an insurance policy premium for the insurance as provided by the Declaration of Restrictions. Such assessments shall include monthly payments to a general operating fund for such purposes as may be designated by the Board of Directors or as may be provided for in the Declaration of Restrictions.

SECTION TWO: Maintenance and Repair.

- (a) Every owner must perform promptly, all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repair of internal installations of the unit such as water, lights, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belong to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

SECTION THREE: Use of Family Units – Internal Changes.

- (a) All units shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying association in writing, through the president. The association shall have the obligation to answer within twenty (20) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alternation.

SECTION FOUR: Use of Common Areas and Facilities.

- (a) An owner shall not place or cause to be placed in the project areas, common areas and facilities, objects of any kind. Such areas shall be used for no other purpose than for normal use by all owners.

SECTION FIVE: Right of Entry.

- (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of installing, altering or repairing the mechanical or electrical service, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right to entry shall be immediate.

SECTION SIX: Rules of Conduct. All owners shall comply with the rules and regulations of the Homes Association and Declaration of Restrictions and amendments thereto.

ARTICLE VII
(AMENDMENTS TO PLAN OF OWNERSHIP)

SECTION ONE: Bylaws. These Bylaws may be amended by Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 51% of the total of all units in the project. All first mortgage holders on units shall be given notice of such proposed changes and be allowed to join in such decision making.

ARTICLE VIII.
(MORTGAGEES)

SECTION ONE: Notice to Association. An owner who mortgages his unit shall notify association through the management agent, if any, or the president of the Board of Directors in the event there is no management agent, the name and address of his mortgagee; and the association shall maintain such information in a book entitled "Mortgagees Of Unit".

SECTION TWO: Notice of Unpaid Assessments. The association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

ARTICLE IX.
(COMPLIANCE)

These Bylaws are set forth to comply with the requirements of Kansas Law. In case any of these Bylaws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute will apply.

Signed: Patricia Harbour 3-26-84
Patricia A. Harbour
Secretary

APPROVED:

Signed: Robert Harbour, Jr.
Robert W. Harbour, Jr.
President

DECLARATION OF RESTRICTIONS

OF

ROCK RIDGE

THIS DECLARATION made as of this _____ day of _____, _____, by ROBERT W HARBOUR, JR. and PATRICIA A. HARBOUR, hereinafter called "Developer" pursuant to the provisions of the applicable Kansas Law.

WHEREAS, Developer is the owner of certain land in Wyandotte County, Kansas, which is more fully described on Exhibit "A" attached hereto.

WHEREAS, Developer intends by the recording of this Declaration to submit said land as described in Exhibit "A" and the improvements constructed thereon, together with the appurtenances pertaining thereto to the provisions of the applicable Kansas Law.

NOW, THEREFORE, the owners of said real property and/or persons or entities as their respective interest may appear of record declare that the real estate heretofore described is and shall be held transferred, sold, conveyed and occupied, subject to these covenants, conditions, restrictions, easements, charges and liens hereinafter set out, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the real estate, or any part thereof, and shall inure to the benefit of each owner thereof and upon filing of the same with the Register of Deeds Office of Wyandotte County, Kansas, they shall be in full force and effect.

ARTICLE 1.

Definitions

- (a) NAME. The name of the planned unit development shall be Rock Ridge.
- (b) LOT may mean either any lot as platted in the original plat or any amendments thereto, as part of parts of one or more lots as platted and upon which a residence may be erected in accordance with the restrictions herein contained.
- (c) UNIT shall mean that which is designed to be and used exclusively for residential purposes; and shall include both the lot and the residence. *A "lot" shall not be designated as a "unit" until the residence constructed thereon is ready for occupancy.*
- (d) OWNERS shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot which is a part of Rock Ridge with the exception that contract purchasers shall also have the rights and obligations of owner.
- (e) STREET shall mean any street, road, drive, or terrace of whatever name which is shown on said original plat at Rock Ridge and which shall be publicly dedicated.
- (f) PROJECT shall mean Rock Ridge as it may ultimately be fully developed.
- (g) ASSOCIATION shall mean the not-for-profit corporation formed by owners for the purpose of assuming the obligations of maintaining and operating the Project in accordance with the provisions hereof and by agreement among the Owners. Since Owners neither have nor assume any obligation or responsibility for future and continuing the management of the Association,

the Association may in its discretion employ a management company to carry out the obligations of the Association as determined by it from time to time.

- (h) ROCK RIDGE shall mean and refer to the subdivision of Rock Ridge, a subdivision of land in Wyandotte County, Kansas, as more particularly described above.
- (i) COMMON AREA AND FACILITIES shall mean all that part of the real estate and all improvements located thereon owned by the Association for the common use and enjoyment of the residents of Rock Ridge.
 - 1. All real estate now owned or hereafter conveyed to the Association in the fee simple title and shown on any recorded tract subdivision plat or plat of survey thereof, and improvements thereon, which are intended to be devoted to the common use and enjoyment of the Owners.
 - 2. All structures, trees, landscaping lighting equipment, decorative equipment or other improvements located upon real estate designated as common areas.
 - 3. All installations on common areas of central services for the benefit of more than one (1) owner such as television antennas, gas grills, incinerators, trash receptacles, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities situated thereon.
 - 4. All easements, rights and appurtenances belonging thereto and necessary to the existence, maintenance and safety of the project.
 - 5. All personal property owned by the Association intended for use in connection with the operation of recreational facilities, buildings, structures or other facilities of the Association.
- (j) PROPERTY OF REAL ESTATE shall mean and refer to the land described in Exhibit "A" attached hereto together with such other real property as may from time to time be annexed thereto under the provisions of these Declarations.
- (k) DECLARANT shall mean and refer to ROBERT W. HARBOUR, JR. and PATRICIA A. HARBOUR, and their successors and assigns.
- (l) PLAT shall mean the plat of Rock Ridge recorded contemporaneously with and as part of this Declaration and the Certificates of Survey to be filed for each of the Plat.

ARTICLE II

Property Subject to This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Edwardsville, Wyandotte County, Kansas, and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additions to Existing Property. Declarant reserves the right to add additional real property and planned units to this Declaration in the following manner:

- (a) Additions by Declarant. If Declarant, at any time owns any real property located in Wyandotte County, Kansas, abutting said real property as described in Schedule "A" attached thereto, Declarant may add any part thereof to this Declaration at any time without the consent of members of the Association by filing or record a supplemental declaration of covenants, conditions, and restrictions, which shall subject said additional real property and all improvements thereon to all covenants, conditions, restrictions and easements set forth in this Declaration. For this purpose, "abutting" shall mean and be deemed to include real property separated by a street or other area dedicated to public use. Said supplemental declaration may contain such additional covenants, conditions

and restrictions applicable solely to said additional real estate as may be necessary or desirable as determined by the Declarant.

ARTICLE III.

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A – Class A members shall be all owners, with the exception of the declarant and shall be entitled to one vote for each unit *owned as defined in Article I(c)*.

When more than one person holds an interest in a unit, all such persons shall be members. The vote for such unit shall be exercised as a majority of them determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B – The Class B members shall be the declarant who shall be entitled to three (3) votes for each unit or lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever first occurs:

- (1) Voluntary relinquishment by the declarant;
- (2) Four (4) months after 75% of the units in the project have been conveyed to Unit purchasers;
- (3) Three (3) years after the first unit estate in the project is conveyed.

Section 3. Quorum and Proxy

- (a) Fifty-one percent (51%) of the outstanding membership of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the Association.
- (b) At all meetings of the Association, a member may vote in person or by proxy executed in writing by such member. Such proxies shall be filed with the Secretary of the Association, before or at the time of the meeting. No proxy shall be valid after one (1) month from the date of its execution. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his unit. No one owner of a membership may vote more than one additional vote by proxy.

Section 4. Articles of Incorporation and Bylaws. Except as specifically set forth in this Declaration, all provision applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws. In any event, if any provisions set forth in this applicable to not-for-profit corporations on the date of this Declaration, or at any time after said date, the applicable provisions of Kansas laws shall control.

ARTICLE IV.

Rights of Owners and of the Association

1. The Association shall have the right and power, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines of appurtenances, whether public or private, to any municipal agency, public utility or any other person.
2. The Board of Directors of the Association shall have the right and power to fix penalties for the violation of any of its rules and regulations as stated in this Declaration or as may be amended or approved from time to time.
3. The Association may employ a management company to carry out all the functions of the Association as delineated in this Declaration or in its Articles of Incorporation or Bylaws upon such fees, terms and conditions as may be negotiated by it with any such management company. It is contemplated that the management company will be a profit-making company with sufficient incentive to assure the Owners that they will receive high-quality management service. All expenditures of any such management company under its agreement with the Association, and all fees paid to it shall be included as maintenance costs and expense in accordance with the provisions hereof of thereof, and all such costs and expenses shall be allocated to the Owners a herein or therein provided.
4. The Board of Directors of the Association may not, in any event, revoke, limit, restrict or suspend, in any way, the right of any Owner to use and enjoy the public drives, streets and parking areas located upon the real estate whether owned by the owners or owned by the Association. As a right running with the real property, ownership of each Lot shall include the right to use and enjoy all walks, pavement, driveways, parking areas, entrances and exits owned by the owners or by the Association. There shall always be access by other pedestrians and vehicles to and from each lot to a public street.
5. The owners may retain the legal title to areas designated as Common Areas or portions thereof until such time as it has completed improvements thereon, but not withstanding any provision herein, the Owners hereby covenant that they shall convey Common Area and portions thereof to the Association free and clear of all liens and encumbrances. Members shall have all the rights of obligations imposed by the Declarations with respect to such Common Area.

ARTICLE V.

Persons Bound by These Restrictions

All persons who now own or shall hereafter acquire any interest in the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner(s) of said other lots, and with its successors, heirs and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and the construction of residences and improvements thereon. Acceptance of a deed to any of the property described herein or execution of any contract for a deed to any such property shall constitute acceptance by such party of the provisions of this Declaration.

ARTICLE VI

Lot Area and Setback of Residences from Street

The Board of Directors of the Association shall have the right at any time and from time to time to alter the size and shape of any and all lots in the project as shown on the original plat of Rock Ridge, either more or less, as the case may be, but only upon compliance with the ordinances and upon approval of the appropriate governmental body, and by appropriate recording of any such changes; provided, no reasonable request for the change shall be refused.

The Board of Directors of the Association shall also have the right at any time and from time to time to change the location of the building lines shown on said original and/or amended plat which shall be exercised only after the proposed change(s) shall have been approved by the appropriate governmental body.

ARTICLE VII

Maintenance

Because of the fact that Units, although separately owned, are a part of this Project, and said Project is designed to become an outstanding and prestigious residential area, the Owners do hereby set forth herein certain stipulations which shall govern the ownership of the Units and shall be binding on the Owners thereof. These stipulations, without having been limited thereof, relate to such things as interior and exterior maintenance and repairs, and are in details as follows:

1. Each Owner shall maintain the interior of each such Unit, including patio area(s), in a neat, clean and orderly condition. This requirement of maintenance shall particularly extend to all items which can be seen externally, including exterior and interior cleaning of windows, replacement of broken glass and burned out light bulbs, if any.
2. Each Owner shall maintain the exterior of each such Unit except to the extent that the maintenance of the exterior of any Unit as herein set forth shall be the obligation of the Association, which shall as a minimum provide for, and carry out maintenance of common areas, including, but not limited to, parking areas, lawns, scrubs, trees and plants and trash within the common area.
3. Materials used in any replacement of any and all major exterior components of the residential structure shall be the same as or similar to the original thereof and must be approved in writing by the Association prior to such replacement.
4. The cost of maintenance and upkeep of the Project as agreed to by the Owners with the Association shall be divided among all of the Units which are from time to time subject to this Declaration. Such costs of maintaining the Project shall be the total cost necessarily expended for the proper maintenance, repair and aesthetic appeal of the project.
5. All Owners will pay their share of the assessments or dues of the Association for each Unit owned.
6. The Owner, namely ROBERT W. HARBOUR, JR. and PATRICIA HARBOUR, are the owners of several vacant blocks and lots legally described as Blocks 1 through 20, Rock Ridge, and is intending to develop the same. Said Owner shall and does warrant and represent that it will

repair, replace or otherwise complete, in its sole discretion, the remainder of the project development items, as they apply to said vacant Blocks and Lots, such as streets, curbs, sanitary sewers, storm sewers, etc. Said costs of completion to be borne solely by Owner, and not considered as an assessment against all owners until completion of the same. Said warranty to be for a period of six (6) months after date of completion of such particular phase and shall not include date of completion of such particular phase and shall not include project development items presently in existence. After completion, the maintenance and upkeep of the same shall be in accordance with these Declarations.

ARTICLE VIII.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between individual Units on each lot shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law in the State of Kansas regarding party walls and liability for property damage due to negligence or willful act of omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protections against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be conclusive upon all parties.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the provisions of this Article, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments

or charges, and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, and reasonable costs of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, and reasonable costs of collection, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties, for the improvements and maintenance of the homes situated upon the project and for the providing of insurance as set forth in this Declaration.

Section 3. Maximum Annual Assessment. Until _____, 1984, the annual assessment shall be _____ (\$ _____) dollars per Unit, payable monthly at the rate of \$ _____ per month.

- (a) From and after said date, the annual assessment may be increased each year not more than 10% above the assessment for the previous year without a vote of the membership.
- (b) From and after said date, the annual assessment may be increased above 10% by a vote of 51% of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of increasing the maximum annual assessment in excess of 10% shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Annual Assessments must be fixed at a uniform rate of all Units with like improvements and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence as to all lots upon the completion of construction and occupancy of the Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of this Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. All properties dedicated to and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments. The declarant shall not be required to pay the assessments until such time as an improvement on a platted lot shall be constructed and occupied.

Section 10. Reserve Fund. That said assessments shall continue in full force and affect until the Association shall retain a reserve fund in the amount as determined by the Association. If such funds have been accumulated in the reserve fund and said amount has been determined by the Association to be sufficient to operate the homes Association as established by the Association, no such regular assessment shall be assessed until such time as the Association shall determine from its budget that additional funds are needed, at which time said assessments will again be assessed.

ARTICLE X

MAINTENANCE

1. The Association shall provide maintenance and accept responsibility upon each lot which is subject to assessment hereunder as follows:
 - (a) Maintenance and care of parking areas, if any;
 - (b) Cutting and spraying lawns within the common area and the lots owned by the respective owners of Units;
 - (c) Trimming and spraying of shrubs and trees within the common area and the lots owned by the respective owners of units;
 - (d) *Reserved for future use:*
 - (e) The Association shall fully repaint the exterior of each Unit at least every *five (5) years* commencing from the date of the original completion of the construction of each building; unless the Association shall agree to an extension thereof. In complying herewith, the Association shall be required to use paint of the same original color, as nearly as permissible, unless otherwise approved, by the members of the Association.
 - (f) Maintenance of statuary and entrance markers, if any;
 - (g) Maintenance of exterior improvements within the common area, if any;
 - (h) Ad valorem and other taxes on land and improvements designated as common areas;
 - (i) Insurance premiums for all insurance acquired by the Board of Directors of the Association, and as provided by these Declarations or amendments thereto;
 - (j) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of that the Board of Directors of the Association may from time to time determine necessary or desirable to meet the purposes of the Association as stated in its Articles of Incorporation, amended by Bylaws, or by this Declaration of any amendments thereto. Additional services may be provided on a regular basis upon a vote of fifty-one

- (51%) percent of the members at a meeting called specifically for the purpose of acting on such a proposal.
2. In the event an Owner of any Lot subject to the assessment for maintenance shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board or Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and restore the Lot and the exterior of the buildings and any other improvements located thereon, consistent with the provisions of these Declarations of amendments thereto. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.
 3. The Association, its employees and agents shall have the right to go on any Lot in the project for the purpose of performing maintenance and is hereby granted a specific easement for such purpose.
 4. *The owner of each unit shall arrange with the City of Edwardsville for trash service, which shall be billed directly to the owner by the City.*

ARTICLE XI

Property Rights in Common

Section 1. Each member, its tenants, guest and invitees, shall have the right to an easement of use and enjoyment in and to the public streets and common area. Said public streets to be as more fully set out in the recorded plat, or amendments thereto, which is incorporated herein and made a part of hereof as though fully set out herein.

Section 2. That each of the owners of said lots, and all persons going to or from any part of the same, shall have a perpetual right-of-way in common, with or without vehicles, to the public streets.

Section 3. The Board of Directors of the Association or the Lot owner, may not, in any event, revoke, limits, restrict or suspend, in any way, the right of any Owner to use and enjoy the streets and parking areas, if any, located upon real estate owned by the Owners. As a right running with the property, ownership of each Lot shall include the right to use the public streets, driveways, parking areas, entrances, and exits. There shall always be access by other pedestrians and vehicles to and from each Lot and building thereon to a public street.

ARTICLE XII.

Restrictions

1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties (excepting any original construction or development by Declarant) nor shall any exterior additions to, or change or alternation therein be made including reconstruction after a casualty loss, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and/or any other proposed form of change including, without limitation, shall have been submitted to, and approved in writing by the Board of Directors of the Association as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the subdivision.

2. No Unit or part of any Unit shall be used for a purpose other than a private residence as zoned by the City of Edwardsville, Kansas.
3. No radio or television transmitting or receiving antenna may be erected or maintained outside or attached to any residence on any of said Lots without the consent of Board of Directors of the Association.
4. No outbuilding or unattached building or any part thereof, exclusive of balconies, bay or other windows, eaves, chimneys and similar projections, shall be permitted.
5. No tank for the storage of fuel may be maintained on any of said Lots.
6. No sign shall be hung or displayed either on the inside or the outside of any Unit or otherwise or so as to be seen from the exterior, and no apparatus or unsightly projection shall be affixed to, or placed upon an exterior wall or roof of the Unit's premises; provided, however, one "for sale" sign at any one time may be displayed by or on behalf of an Owner solely in the ground area in front of his Unit until sold all in accordance with the laws of the City of Edwardsville, Kansas.
7. No animals, livestock, or poultry of any kinds shall be raised, kept or maintained on any building site in the project other than household pets, which shall be limited in accordance with the laws of the City of Edwardsville, Kansas. All pets shall be leashed when beyond the confines of the home and patio, but not to any fence. No pet will be kept, bred, or maintained for commercial purposes.
8. No noxious or offensive trade or activity shall be carried on, upon or within any Unit nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood, or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any unit.
9. No vehicles shall be parked on streets or driveways so as to obstruct ingress and egress by owners of units, their families, guests, and invitees except for the reasonable needs of emergency, construction or service vehicles, and then limited to as brief period of time as possible. No camper, trailer, bus, van, boat, or similar vehicles shall be permitted to be parked at any time. No over-the-road vehicles shall be permitted at any time. Garage doors shall be kept closed at all times, except during actual ingress or egress.
10. No swimming pools and appurtenances to same may be built, constructed or erected. No pool enclosures commonly referred to as glass, plastic, aluminum, metal and fiber enclosures or air structures, air bubbles and air covers shall be allowed at any time.

ARTICLE XIII

Easements

There has simultaneously been filed the plat of Rock Ridge and the easements created are appurtenant to and for the benefit of said Lots.

The property subject to this Declaration shall be subject to a perpetual utility easement in gross to the owners, their successors and assigns, for ingress and egress, to perform its obligations and duties as may be required by this Declaration or amendments thereto.

The owners do and hereby reserve the right to locate, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, sanitary storms sewers, gas and water mains and lines, electrical and telephone lines, cable television, and other utilities and conduits to said Unit premises for any and all pumps and systems and to vie through, and upon any part of the land subject to this Declaration and title transferred to parties.

An easement of ingress and egress from all streets, if any, as delineated, described defined and set forth on that certain plat of Rock Ridge, is hereby established whereby the owners of each and all of said lots and their invitees shall have the mutual common right of non-exclusive vehicular access to their respective lots and residences.

ARTICLE XIV

Utility Easements, Easements for Encroachments, Easements for Ingress and Egress to Lots And General Easements for Benefit of the Association

Section 1. Utility Easements. The Owners have installed or will install or cause to be installed lines, pipes, conduits, meters, and other utility facilities referred to as “utility lines” for the purpose of providing such sewer, electricity, gas, water and telephone services to the individual buildings and to the Common Areas. To insure that such utility lines, photocell lights, meters and other utility equipment shall be kept, maintained, restored, repaired and replaced, the Owners, Declarant, hereby grant to the Association, its successors and assigns, and to the public utilities of Edwardsville, Kansas and Wyandotte County, Kansas, and any and all other public utilities, for the benefit of the Owners, the following permanent rights, licenses and easements:

- (a) An easement to keep, maintain, restore, repair and replace any such utility lines, photocell lights, meters and other utility equipment over, under and across any Association property or lot and improvement for the purpose of maintaining, restoring, repairing or replacing any utility lines, and for the purpose of reading any meters installed with respect to any such utility line.
- (b) If, in order to maintain, restore, repair or replace the utility line or other utility equipment, that serves more the one improvement, it becomes necessary to break through walls, excavate or otherwise damage buildings or Association property entered, the damages caused by such entry shall be repaired and restored to substantially the same condition as prior to damage.
- (c) If it becomes necessary to maintain, restore, repair or replace utility lines to serve more than one building, then the cost of such maintenance, restoration repair or replacement to its former condition shall be a common expense of the Owners thereof.

Section 2. Easement for Encroachments. Each building and all utility lines and other improvements as originally constructed on each until, shall have an easement to encroach on any other unit and upon the common areas and dedicated areas as originally constructed and laid out; and the common areas, dedicated areas and each building and all utility lines and other improvements as originally constructed thereon, shall have a reciprocal easement for encroachment upon each unit and any portions of the property. Such encroachments may occur as the result of overhangs in the design and location of buildings, utility lines and other improvements across boundary lines between and among units, common areas and dedicated areas.

Section 3. Blanket Easement. There is hereby created a blanket easement upon, across, over and under all the real estate for ingress and egress, installment, operation, replacing, repairing and maintaining utilities, including, but not limited to water, sewer, telephone, television, electricity, gas and drainage facilities, together with the right to remove any obstructions that may be placed in such easement area that would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utilities or drainage facilities. Notwithstanding anything to the contrary contained in this paragraph or in this Declaration, no sewer, electrical line, water line or other utilities may be installed or relocated upon property owned by the Association or by owners until approved by the Association's Board of Directors. No utility company or other authorized entity using the easements shall be liable for any damage done by them, their employees or agents, to shrubbery trees, flowers or other improvements located on the land covered by said easements. The owners of the respective improvements shall not be deemed to separately own pipes, wire, conduits, or other service liens running through their property, which are utilized for or serve units or the common areas, but each owner shall have an easement in and to the aforesaid facility as shall be necessary for the use, maintenance and enjoyment of his improvement. The owner of a unit is prohibited from disconnecting any utility line, meter, photocell light device, or any other utility equipment, and all owners are prohibited from intentionally interrupting the utility services rendered to owners of other improvements or the common areas. All expenses incurred by the Association in reconnecting or repairing utility services as the result of the intentional disruption of such service by an owner shall be assessed against said owner. It shall be the obligation of the Association to maintain all sewer lines and facilities from the basement or exterior of improvements to the City sewer line such lines to be located within such easement areas. All expenses for such maintenance shall be common expense to be paid from fees and charges received by the Association pursuant to this Declaration.

Section 4. Easement for Ingress and Egress. The Declarant hereby dedicates and creates to itself, its successors and assigns and hereby grants to the Association, its successors and assigns, for the benefit of the Owner, an easement for ingress and egress to each Lot and Unit.

Section 5. Association Easements. The owner hereby establishes and reserves to itself, its successors and assigns, and hereby grants to the Association, its successors and assigns, an easement over, under and across all real estate subject to this Declaration, for the benefit of each Owner, for the purposes of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration, the Articles of Incorporation or Bylaws of the Association.

ARTICLE XV

Insurance

Section 1. Insurance to be Obtained and Maintained by the Association. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

- (a) Casualty insurance naming the Association as insured for the benefit of the Owners in an amount equal to the full replacement value (i.e., one hundred (100%) percent of "replacement costs" exclusive of land, foundation and excavation), respectively, of the improvements located upon real estate designated as common areas and owned by the Association with an "agreed amount" endorsement, without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the

insurance company affording such coverage), such coverage to afford protection against at least the following:

- (i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;
 - (ii) Such other risks as shall customarily be covered with respect to property similarly in construction, location and use, including but not limited to cost of demolition, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and
- (b) Public liability insurance, in such amounts and in such forms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others and any and all other liability incident to the ownership and/or use of the Common Area and Facilities, respectively, such policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or the Owner; and
- (c) Such other policy (ies) of insurance, if authorized by appropriate Kansas law, and by the Board of Directors of the Association.

Section 2. Maintenance of Insurance by Owner. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, covenants and agreed to carry, maintain and timely pay the premium or premiums on a policy of insurance on the improvement located on the lot protecting such improvement against damage or destruction by fire, lightning, windstorm, hail, explosion, vandalism and miscellaneous mischief and all other hazards as are generally carried in the area under standard extended coverage provisions for at least the full replacement cost of the improvements located on each Lot. The said replacement costs shall be determined by the Association and may be increased or decreased from time to time. Such insurance shall be placed with a company approved by the Association and may be increased or decreased from time to time. Such insurance shall be placed with a company approved by the Association and authorized to do business in the State of Kansas.

In order to protect and preserve the values and amenities of the Properties, each Owner covenants that he will not allow or permit improvements on any Lot to remain in a damaged or destroyed condition beyond a reasonable period of time.

Each Owner covenants that the Insurance policy as provided for herein shall be issued in the name of the Owner and the Association and that in the event of any loss or destruction, the proceeds thereof shall be payable to the Owner and the Association. The Owner shall furnish the Association with a certificate of insurance covering such insurance so maintained by the Owner.

Section 3. Repair and Restoration of Improvement. In the event of damage to or destruction of an improvement on a Lot due to fire or other disaster or cause, the Owner shall repair, rebuild and restore said improvement to a condition substantially as good as prior to the damage or destruction within a reasonable time from the date the damage or destruction occurs. In the event an Owner fails or refuses to repair, rebuild and restore such improvements as provided herein, each Owner on any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or conveyance, hereby irrevocably constitutes in his name place and stead, and with full and complete authorization, right and power to collect the proceeds of the insurance policy described in Section 2 of this Article, in its sole name, and to cause the repair, reconstruction, and restoration of such improvements and to pay for same with said insurance proceeds. An

Owner shall have no claim against the Association in the event it collects the proceeds of such insurance policy and uses same to repair, restore and reconstruct such improvement.

It is expressly acknowledged and agreed by each Owner of any Lot that this Article is for the mutual benefit of all the Owners of the Lots and is necessary for the protection of all said Owners.

Nothing herein shall preclude an Owner from obtaining whatever additional insurance he may desire, and it shall be the individual responsibility of each Owner to provide homeowner's liability insurance, theft and other insurance covering personal property damage or loss.

Section 4. Lien for Premiums. The Association may, but shall not be required to, make payment of insurance premiums on behalf of any Owner who becomes delinquent in such payment. In the event that the Association does not make such payment, then such payment and the cost thereof shall be added to and become a part of the annual assessment or charge to which such Lot is subject under Article IX hereof, and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects as provided in Article IX hereof.

Section 5. The provisions of Article IX shall be subject and subordinate to the rights of any mortgage or beneficial owner of a deed of trust in and to any insurance proceeds payable to reason of any loss covered by such insurance concerning an improvement situated on any Lot in which said mortgagee or beneficial owner of a deed of trust may hold a security interest. The proceeds of such insurance payable to said mortgagee or beneficial owner of a deed of trust shall be applied by said mortgagee or beneficial owner toward the payment of those costs of restoration or repair of the damaged improvements actually incurred. Any excess proceeds received, or if for any reason such restoration or repair does not take place then, the entire proceeds shall be applied in reduction of the mortgage or deed of trust indebtedness.

ARTICLE XVI.

Release of Modification

The covenants, restrictions and provisions of this instrument shall be deemed covenants, running with and bonding the land subject to this Declaration, and shall remain in full force and effect for a term of not less than twenty-five (25) years from the date of this Declaration is recorded at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions and provisions are amended, modified, changed or cancelled, in whole or in part, by a written agreement, signed by not less than fifty-one (51%) percent of the owners then subject to this Declaration. Any agreement modifying, changing or cancelling these restriction shall become effective upon the date of its recording in the office of the Register of Deeds of Wyandotte County, Kansas and shall not be applicable to existing buildings, in the project, except as herein set forth and so authorized.

ARTICLE XVII

Amendments

1. By Owners. Except as otherwise specifically provided in this Declaration or in this paragraph of this Article XVII, the covenants, conditions, provisions and restrictions of this Declaration may

be abolished or changed at any time, in whole or in part only with the consent of not less than 67% of the then Owners as evidence by a signed instrument to such effect.

ARTICLE XVIII

Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owner, its successors, heirs and assigns and all parties claiming by, through or under it shall be taken to and do by these presents agree and covenant with the Owners of the lots hereby restricted and with their successors, heirs and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon. The Association, its successors and assigns, and also the Owner or Owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and failure of the Association, its successors or assigns, or of any Owner or Owners, their heirs and assigns, of any lot or lots in this subdivision, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Association may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them at any time or times, in the same way and manner as though directly reserved by them or it is in this instrument.

ARTICLE XIX.

General Provisions

1. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any unit, and deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions, easements and restrictions set forth in this Declaration; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions, easements and restrictions set forth in this Declaration or against such or otherwise transferred unit.
2. Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid, addressed to the Owner at the street address assigned to his Unit, by the governing body of the City of Edwardsville, Kansas or where the Association is involved to its registered agent, provided, however, said notice may be delivered by other means.
3. Separability. Invalidation of any provision or restriction set forth herein or any part hereof by an order, judgement or decree of any court of law or equity, or otherwise, shall no invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain and continue un full force and effect.
4. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

