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**AMENDED AND RESTATED
WESTWOOD HILLS TOWNHOMES
AREA HOMES ASSOCIATION DECLARATION**
HOMEOWNERS MB MWH

This Amended and Restated Declaration is made as of this 28th day of September 2016, by The Westwood Hills Townhomes Homeowners Association, Inc., a Kansas not-for-profit corporation (the "Townhomes Association").

WHEREAS, the Townhomes Association was formed in 2006 to exercise the function of a homeowners association for the benefit of the Real Estate (the "Real Estate") described as follows:

Lot 2, Block One, Westwood Hills 3rd Plat, a subdivision in the City of Lawrence, Douglas County, Kansas.

WHEREAS, the *Westwood Hills Townhomes Area Homes Association Declaration*, dated July 17, 2006, was recorded in Book 1009, beginning at page 4921, in the Office of the Register of Deeds of Douglas County, Kansas, and was amended by that certain *Amendment to Westwood Hills Townhomes Area Homes Association Declaration*, dated October 12, 2006, and recorded in Book 1013, beginning at page 5694, in the Office of the Register of Deeds of Douglas County, Kansas (collectively, the "Declaration"); and

WHEREAS, the original Developer of the Real Estate is no longer in operation and much of the Real Estate has transferred ownership and may be developed pursuant to the plat and restrictive covenants burdening the Real Estate; and

WHEREAS, the Owners desire to amend and restate the current Declaration for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision and certain other subdivisions; and

WHEREAS, pursuant to the Townhomes Association's governing documents, the covenants, conditions and restrictions of the Declaration may be amended by an instrument signed and acknowledged by not less than seventy-five percent (75%) of the Class A members of the Townhomes Association and by all Class B memberships, if said Class B membership are

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still outstanding, which amendment shall be effective upon recording in the office of the Register of Deeds for Douglas County, Kansas; and

WHEREAS, in accordance with Article III, Paragraph 2.(c)(ii) of the Declaration, all Class B memberships were cancelled effective on or before June 1, 2016, and Declarant has no right, title or interest in the Townhomes Association; and

WHEREAS, Class A members shall be entitled to one (1) vote for each Lot or Townhome Unit in which they hold the interest required for membership as provided by Article III, Paragraphs 1 and 2(a) of the Declaration, and there are a total of sixty-five (65) Class A members as of the effective date of this Amended and Restated Declaration; and

WHEREAS, Owners representing at least seventy-five percent (75%) of the Class A members have duly authorized and approved this Amended and Restated Declaration, as evidenced and verified by the executed consent and ratification pages attached hereto and, by reference, made a part hereof, and recorded in the Office of the Register of Deeds of Douglas County, Kansas; and

WHEREAS, Owners representing at least seventy-five percent (75%) of the Class A members desire to amend and restate in its entirety the Declaration, all in accordance with the terms and provisions of this Amended and Restated Declaration.

DECLARATION

NOW, THEREFORE, in consideration of the premises contained herein, the Owners, for themselves and for their successors and assigns, and for their future grantees, hereby subject all of the Real Estate to the following amended and restated covenants, conditions, charges, assessments and easements hereinafter set forth in this Amended and Restated Declaration, for the purpose of (i) enhancing and protecting the value, desirability and attractiveness of the Real Estate, (ii) encouraging and assisting the orderly economic development of the Real Estate, (iii) increasing the public benefit to be derived from the Real Estate, (iv) preserving the amenities and for the maintenance of the same located on the Real Estate, (v) promoting the efficient development of the Real Estate, (vi) protecting the owners, lessees and sublessees of property against incompatible uses of surrounding property; and (vii) promoting safety to life, health and property in the area. These easements, covenants, restrictions and conditions shall run with the Real Estate 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.

ARTICLE I DEFINITIONS

For purposes of this Amended and Restated Declaration (hereinafter referred to as "this Declaration" or "these Declarations"), the following definitions shall apply:

1. "Board" shall mean the Board of Directors of the Townhomes Association elected in accordance with the Townhomes Association Articles of Incorporation and Bylaws.

2. **“Bylaws”** shall mean the Bylaws of the Townhomes Association adopted by the Board, as amended from time to time.

3. **“Common Areas”** shall mean that part of the Real Estate and all improvements located thereon owned by the Townhomes Association for the common use and enjoyment of the residents of Westwood Hills Townhomes, and shall include the following:

- a. All real estate owned in fee simple by the Townhomes Association evidenced by a deed or deeds to the Townhomes Association, recorded in the Office of the Register of Deeds of Douglas County, Kansas.
- b. Any structures, area markers, signage, landscaping, lighting equipment, decorative equipment or other improvements owned by the Townhomes Association.
- c. All easements, rights, and appurtenances belonging thereto necessary to the existence, maintenance, and safety of the Real Estate and Common Areas.
- d. Any street not maintained by the City of Lawrence (a “Private Street”).

All personal property owned by the Townhomes Association, if any, intended for use by the Townhomes Association in the exercise of its powers as set forth in this Declaration.

4. **“City”** means the City of Lawrence, Kansas.

5. **“District”** means the lots and areas within the legally defined area described as the “Real Estate” in this document, and all other property which hereafter may be made subject to this Declaration in the manner provided herein.

6. **“Improved Lot”** means and refers to a Lot which is subject to the Regular Annual Assessment upon (i) the substantial completion of a single family home or townhome, and (ii) the issuance of certificate of occupancy.

7. **“Lot”** means and refers to each portion of the Real Estate upon which an individual single family home or townhome is situated, or is to be situated, as shown on the Plat or any future plats. The term “Lot” shall not mean, and shall not include, any portion of the Common Area.

8. **“Member”** shall mean and refer to each Owner of a Lot.

9. **“Owner”** means the record owner(s) or contract purchaser(s) of fee simple title to any Lot.

10. **“Plat”** shall collectively mean and refer to the final development plan of Westwood Hills Townhomes for the Real Estate, which was recorded on July 18, 2003, in plat book 17, at pages 578-79, in the Office of the Register of Deeds of Douglas County, Kansas, as revised by that final development plan of Westwood Hills Townhomes for the Real Estate, which was recorded on June 25, 2008, in plat book 18, at pages 246-47, in the Office of the Register of Deeds of Douglas County, Kansas, and the final plat of Westwood Hills 3rd Plat, a subdivision in the City of Lawrence, Douglas County, Kansas, which was recorded on October 21, 2002, in plat book 17 at page 490, in the Office of the Register of Deeds of Douglas County, Kansas.

11. **“Real Estate”** means the real property legally described in the recitals of these Declarations. .

12. **“Recording Office”** means the Office of the Register of Deeds of Douglas County, Kansas.

13. **“Regular Annual Assessment”** means the annual assessment to be assessed upon each Lot, excluding unimproved Lots, as provided herein and paid by the Owner of each such Lot.

14. **“Single Family Lot”** means each separately platted lot within the District upon which there will be, is being, or has been constructed a single family residence.

15. **“Townhomes Association”** shall mean and refer to The Westwood Hills Townhomes Homeowners Association, Inc., a Kansas non-profit corporation, also referred herein as the “Association.”

16. **“Unimproved Lot Annual Assessment”** means the annual assessment to be assessed upon unimproved Lots as provided herein and paid by the Owners of each such unimproved Lot.

ARTICLE II SUBMITTED LAND

1. Submitted Land and Plat. The Real Estate shall be held, transferred, sold, conveyed, and occupied subject to this Declaration and the plat.

2. Merger or Consolidation. Upon a merger or consolidation of the Townhomes Association with another not-for-profit corporations (such as a homeowners’ association formed to operate and maintain adjacent real estate which might at a future time be developed as a compatible and harmonious residential development), the Townhomes Association’s properties, rights, and obligations may by operation of law be transferred to another surviving or consolidated not-for-profit corporation, or alternatively, the properties, rights, and obligations of another not-for-profit corporation may by operation of law be added to the properties, rights, and obligations of the Townhomes Association as the surviving not-for-profit corporation pursuant to a merger. The surviving or consolidated not-for-profit corporation may administer the covenants, conditions, and restrictions established by this Declaration for the existing property,

together with the covenants and restrictions established upon any other property as one project. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants, conditions, and restrictions established by this Declaration for the existing property.

**ARTICLE III
TOWNHOMES ASSOCIATION MEMBERSHIP**

1. Members. There shall be only one (1) class of membership which shall consist of the Owners of the Lots in the District and every such Owner shall be a Member. Ownership of a Lot shall be the sole qualification for membership.

2. Voting Rights. Where voting rights exist based on Lot ownership, each Member shall have one (1) vote for each Lot for which he is the Owner; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be Members and the one (1) vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to such Lot. During any period in which a Member is in default in the payment of any assessment levied by the Townhomes Association under this Declaration, the voting rights of such Member with regard to any and all financial issues shall be suspended until such assessment has been paid in full.

3. Quorum. Quorum voting requirements shall be as described in the Articles of Incorporation and Bylaws for the Townhomes Association.

4. Proxies. At all meetings of the Townhomes Association, Members may vote in person or by proxy executed in writing by such Members. Such proxies shall be filed with the Secretary of the Townhomes Association before or at the time of a meeting. No proxy shall be valid after twelve (12) months from the date of its execution.

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

**ARTICLE IV
POWERS AND DUTIES OF
THE TOWNHOMES ASSOCIATION**

1. Powers and Authority. In addition to the powers granted by other portions of this Declaration or by law, but subject to all of the limitations set forth in this Declaration, the Townhomes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

a. Enforce Building Uses. To enforce, in the Townhomes Association's name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Lots or other part of the District. This right of enforcement, however, shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the Townhomes Association or other parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Townhomes Association shall be paid out of the general funds of the Townhomes Association, except as herein provided. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in its or his own name.

b. Common Areas. The Townhomes Association shall at all times, from and after its date of formation and at its expense, be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Common Areas, subject to any control thereover maintained by any governmental authority, utility or other similar person or entity. The Board shall have the right to establish, maintain and expend reserve funds for the future maintenance, repair and replacement of improvements on the Common Areas. The Townhomes Association shall not be liable to any Owner or other party for any failure to establish or maintain any such reserves or if such reserves are inadequate.

c. Insurance. To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Townhomes Association and the District Common Areas.

d. Assessments and Fees. To levy the assessments and related fees and charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments and related charges.

e. Additional Agreements. To enter into and perform agreements from time to time regarding the performance of services and matters related to the development of remaining Lots within the District, including but not limited to the sharing of the expenses associated therewith.

f. Joint Use Agreements. To enter into and perform agreements with other developers, other homes associations, and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses associated therewith.

g. Management Company. To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Townhomes Association, including,

without limitation, keeping of books and records, operation and maintenance of Common Areas, and planning and coordination of activities.

h. Security. To engage the services of a security guard or security patrol service.

i. Garbage. To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the District neat in appearance and in good order.

j. Rules. To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines.

k. Routine Maintenance. The Townhomes Association shall provide routine maintenance and repair of all Lots and Common Areas, including, without limitation, the following: care and maintenance of all lawn areas, trees and shrubs (except in enclosed patio areas), designated plant beds, and Common Areas including, without limitation, the Private Street, care and maintenance of subdivision monuments and signage, including without limitation, repair, maintenance and payment of electricity cost for any entryway lighting area markers, and improvements located in the Private Street, snow removal, including the Private Street, drives and walks, provided snowfall greater than three (3) inches; maintenance and repair of sprinkler systems, interior and exterior maintenance of Common Area improvements (including, without limitation, any clubhouse); water mains, utility lines, sanitary and storm sewers and street lighting, except to the extent such repair and maintenance shall be provided or furnished by the City of Lawrence, Kansas, or public utility companies, and drainages ways necessary for the flow of surface waters. The Townhomes Association shall be responsible for maintaining the sprinkler systems on each Lot and landscaping on the Common Areas, but shall not be responsible for irrigating any portion of the Common Areas covered by sprinkler systems connected to an Owner's water meter, or any costs of such irrigation. The frequency and the materials to be used in the performance of all such routine repair, maintenance, and care shall be in the sole discretion of the Board and shall not be subject to the control of any Owner. In the event that the need for non-routine maintenance, repair or care, or for extraordinary services to any Lot shall be caused by or through the willful act or negligence of an Owner, the Owner's family, guests or invitee, the cost of such maintenance, repair or care, shall be added to and become an additional fee or charge to which such Owner's Lot is subject, if any and shall be paid by or on behalf of such Owner within thirty (30) days after written demand therefor from the Board and shall be enforceable and secured by a lien as in the case of all other fees or charges.

**ARTICLE V
COMMON AREAS AND THE RIGHTS AND
OBLIGATIONS OF OWNERS**

1. Enjoyment. Each Owner shall have a right an easement of enjoyment and such easements shall be appurtenant to and shall pass with the title to each Lot. The membership of each Owner in the Townhomes Association shall be deemed to be conveyed or encumbered with the deed or mortgage applicable to each Lot, even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument. Each Owner may use the Common Areas in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of other Owners.

2. Delegation of Rights. Any Owner may delegate the Owner's right of enjoyment of the Common Areas to the members of the Owner's immediate family, the Owner's tenants, or contract purchasers who reside in the Owner's single family home or townhome.

3. Regulations and Suspension of Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Board of Directors to prescribe rules and regulations and fees governing the use operation and maintenance of the Common Areas.

b. The right of the Townhomes Association to dedicate or transfer part of the Common Areas to any public agency, authority or any public utility to provide necessary utility services to the Owners.

c. The right of the Board of Directors to fix penalties for the violations of rules and regulations including, without limitation, the right to establish and impose monetary fines; the right to suspend the voting privileges of an Owners and the privilege of an Owner to use the Common Areas for any period during which any assessment against the Owner's Lot provided for in this Declaration remains unpaid; and to suspend such voting and use privileges for a reasonable period of time for any infraction of this Declaration, the Bylaws, or rules and regulations of the Townhomes Association.

d. The right of the Townhomes Association to borrow money for the benefit of the Townhomes Association and the Owners; provided however, that the repayment of such loans shall not be or become the personal obligations of the Owners, except to the extent the repayment of such loans shall be made by the Townhomes Association from assessments levied in accordance with this Declaration.

4. Obligations of Owners of Improved Lots. It shall be the responsibility for each individual Owner to: maintain, repair and replace at their expense all portions of their Lot or the improvements thereon, which are not the responsibility of the Board, including, but not limited to, all appliances, interior sewer lines, heating, interior plumbing, electrical, air conditioning, fixtures, or interior installations, and any portion of any utility services located within the property or constructed thereon, including all decks, (enclosed or open) trees, shrubs, and all other improvements located within the rear yard, as installed or planted by the Owner and approved by the Board, where such approval is required. Each Owner shall be responsible for the repair, maintenance, care and replacement of all interior improvement sand finishes, and all exterior improvements, not designated herein as the responsibility of the Board, including

without limitation, responsibility for all breakage, damage, malfunction, painting, and ordinary wear and tear. Each Owner shall at such Owner's expense, irrigate that portion of the Common Areas covered by the sprinkler system installed on their Lot.

5. Painting. No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his property or the improvements thereon, without the prior written consent of the Master Architectural Committee or the Board, as provided in Article IX, below.

6. New Construction. No Owner may begin construction of a new building or structure on any Lot without the prior written consent of the Master Architectural Committee or the Board, as provided in Article IX, below.

7. Maintenance. If an Owner fails to reasonably perform the Owner's maintenance responsibilities, the Townhomes Association may perform such maintenance and assess the Owner for the cost thereof as an additional fee or charge, in addition to the fee or charge to which such Owner's Lot is subject, if any. Such cost shall be paid by or on behalf of such Owner within thirty (30) days after written demand therefor from the Board and shall be enforceable and secured by a lien as in the case of all other fees or charges. However, if the requirement for such maintenance is not an emergency situation, the Townhomes Association shall afford the Owner reasonable notice and an opportunity to rectify the improper maintenance of the Owner's Lot or property prior to the Townhomes Association's entry thereon to perform such maintenance. The determination of whether an emergency exists shall be determined by the Board in its reasonable discretion.

ARTICLE VI ASSESSMENTS AND FEES

1. Regular Annual Assessment. For the purpose of providing a general fund to enable the Townhomes Association to exercise the powers, render the services and perform the duties provided for herein, all Lots in the District, other than unimproved Lots which do not contain a Townhome or other structure, shall be subject to an annual assessment ("Regular Annual Assessment") to be paid to the Townhomes Association, or its nominee, by the respective Owners thereof. The amount of such Regular Annual Assessment per Lot shall be fixed periodically by the Board, and, until further action of the Board, shall be \$1,800.00 per year. No Owner will be considered to be delinquent in his payments of such Regular Annual Assessment if such owner has paid an amount equal to one-twelfth (1/12) of such amount times the number of months in the calendar year to the date, on which determination of delinquent dues is made.

a. Assessment Set By Resolution. On or before January 1st of each calendar year, the Board shall, by resolution, determine the amount of the Regular Annual Assessment for the calendar year. Written notice of such Regular Annual Assessment shall be given to each Lot Owner. Failure of the Townhomes Association to give written notice of any Regular Annual Assessment for any one year, or of any increase in the Regular Annual Assessment, shall not affect the right of the Townhomes Association's Board to do so for any subsequent year and a monthly payment in an amount equal to

one-twelfth (1/12) of the Regular Annual Assessment required for the preceding year shall be due from each Lot Owner upon each subsequent payment date until the Regular Annual Assessment is changed by the Board.

b. Certificate. The Board shall upon demand at any time furnish to any Owner liable for fees or charges hereunder a certificate in writing signed by the President or Secretary of the Townhomes Association setting forth whether all fees or charges have been paid to date. A reasonable charge may be made by the Board of Directors for the issuance of such certificate. Such certificate may be recorded in the Recording Office, and upon recording shall constitute conclusive evidence of payment any fee or charge for the period stated in the certificate.

c. Additional Increases of Regular Annual Assessment. The rate of Regular Annual Assessment upon each Lot in the District may be increased or decreased by the Board from time to time, by resolution, after providing notice to the Members, by up to twenty five percent (25%) over the rate of Regular Annual Assessment in effect for the preceding year. Notwithstanding the foregoing limits on Regular Annual Assessments, the Board, after providing notice to the Members shall always have the power to set, and shall set, the rate of Regular Annual Assessment at an amount that will permit the Townhomes Association to perform its duties.

d. First Payment. The first payment for such Regular Annual Assessment shall be due and payable on January 1st of each year; provided, however, that:

i. The first Regular Annual Assessment for each Lot shall be due and payable as of the transfer of title of a lot improved with a townhome or other single family improvement to an Owner or upon the occupation of the residence on the Lot, whichever occurs first, and shall be prorated as of the date thereof. If the effective date of any increase in the rate of Regular Annual Assessment is other than January 1st, a proper portion (as determined by the Board) of the amount of such increase for the remainder of such year shall be due and payable on such effective date. Excluding unimproved Lots upon which the Owner has paid the Unimproved Lot Annual Assessment set forth in these Declarations, no Lot shall be entitled to use any Common Areas nor shall any Owner be allowed to vote on any financial issues until such time as the first Regular Annual Assessment has been paid with respect thereto. No Lot shall be entitled to receive any services to be provided by the Townhomes Association until such time as the first Regular Annual Assessment has been paid with respect thereto.

2. Transfer Fee. A transfer fee of \$100.00 shall be payable by any new Owner to the Townhomes Association, for use as part of the general funds of the Townhomes Association, upon each transfer of ownership of an Improved Lot for value, excluding the transfer of title of any unimproved Lot.

3. Supplemental Fees. In the exercise of its reasonable discretion, the Board may establish a supplemental monthly assessment ("Supplemental Monthly Assessment") to be paid to the Townhomes Association by the respective Owners. The amount of such Supplemental Monthly Assessment shall be fixed by the Board each year. The rate of such Supplemental Monthly Assessment upon each Lot may be:

a. Increased by the Board from time to time, without a vote of the Owners, by up to twenty percent (20%) over the rate of Supplemental Monthly Assessment in effect on the preceding January 1st, or

b. At any time by any amount by a vote of the Members at a meeting called (in whole or in part) for that purpose and of which notice is duly given and if a majority of the Owners present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote therefore.

c. The first Supplemental Monthly Assessment for each Lot shall be due and payable as of the transfer of title of a Lot improved with a townhome or other single family improvement to an Owner or upon the occupation of the residence on the Lot, whichever occurs first, and shall be prorated as of the date thereof. If the effective date of any increase in the rate of the Supplemental Monthly Assessment is other than the first day of the month, a proper portion (as determined by the Board) of the amount of such increase for the remainder of the month shall be due and payable on such effective date.

d. Notwithstanding the foregoing limits on monthly assessments, the Board, without a vote of the Owners, shall always have the power to set, and shall set, the rate of Supplemental Monthly Assessment at an amount that will permit the Townhomes Association to perform its duties as described in this Declaration.

4. Special Fees or Charges for Capital Improvements. In addition to the fees or charges authorized above, the Board may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction and estimated repairs or replacement of any capital improvements located upon the Real Estate and personal property owned by the Townhomes Association. Such special assessment shall require an affirmative vote of not less than fifty-one percent (51%) of Members who are present and voting in person or by proxy at a special meeting called for the purpose of considering the special assessment after not less than thirty (30) days' notice in person or by mail, telephone, facsimile, email, or other means reasonably calculated to provide notice to each Member of the Townhomes Association, stating the time, purpose and place of said meeting. Such special assessments shall be due and payable at the time and in the manner as approved by not less than fifty-one percent (51%) of the Members voting at said meeting.

5. Special Assessments. In addition to the Regular Annual Assessments and other fees provided for herein, the Board:

a. Shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent the Townhomes Association expends any

money (for services, materials, and/or legal fees and expenses) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon).

b. Shall levy from time to time special assessments against each and every Lot (other than any unimproved Lot) in an equal amount that is sufficient, when aggregated, to enable the Townhomes Association to perform its duties that require any expenditure during any period in an amount in excess of the general and reserve funds of the Townhomes Association available therefor.

c. Shall levy from time to time special assessments against each and every Lot (other than any unimproved Lot) for purposes of maintaining a reserve fund, to be used for unforeseen expenses, special projects, etc.

d. In the event an Owner fails to properly maintain, repair, repaint, and replace any improvements on the Owner's Lot, the Townhomes Association, acting through the Board and after giving adequate notice to the Owner of the need for the maintenance, repair, repainting, or replacement, may enter onto the Lot and perform such maintenance, repair, repainting, or replacement. The Townhomes Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Lot and shall be a special assessment against and lien upon the Lot until paid by the Owner.

e. If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Townhomes Association, the Board, or any committee, or any individual director, officer or committee member of the Townhomes Association, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Townhomes Association, Board, or individual director, officer or committee member sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees and court costs. Such recovery right shall constitute a special assessment against the Owner's Lot and shall be enforceable against such Lot as provided herein.

f. Each special assessment shall be due and payable upon the Townhomes Association giving notice of the assessment to the Owner of the Lot.

6. Unimproved Lot Annual Assessment. Commencing January 1, 2017, the Owners of unimproved Lots within the District shall pay an Unimproved Lot Annual Assessment in the amount of \$100.00 per Lot. The amount of such Unimproved Lot Annual Assessment shall be reduced dollar for dollar by the proceeds from Regular Annual Assessments assessed against Owners of Lots sold by the Owners of Lots which are unimproved as of the date of these Declarations. In lieu of requiring Owners of unimproved Lots to pay such Regular Annual Assessment as set forth in Paragraph 1 of this Article, the Owners of unimproved Lots shall be obligated to maintain such unimproved Lots at the Owner's sole cost and expense.

7. Additional Fees and Charges for Insurance. The fee or charge for each month does not include premiums for liability and casualty insurance applicable to each Lot, which shall be responsibility of each Owner.

ARTICLE VII DELINQUENT ASSESSMENTS

1. Failure to Pay Assessment. Each assessment regarding a Lot shall be a charge against the Owner and shall become automatically a lien in favor of the Townhomes Association on the Lot against which it is levied as soon as the assessment becomes due. Should any Owner fail to pay any assessment with respect to the Owner's Lot in full within thirty (30) days after the due date thereof, then such assessment shall be delinquent, the Owner shall be charged a late fee equal to five percent (5%) of the unpaid amount and the unpaid amount shall bear interest at the rate of ten percent (10%) per annum (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent assessment and the lien on the Lot. Should the Townhomes Association engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner of the Lot at the time when the assessment became due.

2. Lien. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such assessments to the extent applicable to periods prior to the entry of the order allowing such foreclosure or the execution of a deed in lieu thereof but shall not release such Lot from liability for any assessment applicable to periods thereafter. If the Owner subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

3. Enforcement. Payment of a delinquent assessment with respect to a Lot may be enforced by judicial proceedings against the Owner personally and/or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Townhomes Association may file certificates of nonpayment of assessments in the Recording Office, and/or the office of the Clerk of the District Court for Douglas County, Kansas, whenever any assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Townhomes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$150.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. Duration of Lien. Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

5. Cessation of Services. The Townhomes Association may cease to provide certain services (including use of Common Areas) and may suspend an Owner's right to vote on financial issues during any period that the Lot is delinquent on the payment of an assessment due under this Declaration, and no such cessation of use privileges or services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner may waive or otherwise avoid liability for any assessment by not using any common areas or declining any services provided through the Townhomes Association.

6. Setoffs. No claim of the Townhomes Association for assessments and charges shall be subject to setoffs or counterclaims made by any Owner.

ARTICLE VIII LIMITATION ON EXPENDITURES

1. Limits on Spending. Except for matters contemplated in Article IV, the Townhomes Association shall at no time expend more money within any one (1) year than the total amount of the applicable assessments for that particular year, plus any applicable surplus and available reserves which it may have on hand from prior years. The Townhomes Association shall not have the power to enter into any contract which binds the Townhomes Association to pay for any obligation out of the assessments for any future year, except for (i) contracts for utilities, maintenance or similar services or matters to be performed for or received by the Townhomes Association or its Members in subsequent years, and (ii) matters contemplated in Article IV.

ARTICLE IX ARCHITECTURAL CONTROL

1. Authority of Master Architectural Committee. Notwithstanding anything to the contrary in these Declarations, as to those Lots over which the Architectural Committee (referred to in these Declarations as the "Master Architectural Committee") under the Westwood Hills Area Homes Association Amended Declaration, dated July 10, 2015, and recorded on July 15, 2015, in Book 1126, beginning at page 2317, in the Recording Office, and the Westwood Hills Amended Declaration of Restrictions, dated July 10, 2015, and recorded on July 15, 2015, in Book 1126, beginning at page 2333, in the Recording Office (as amended from time to time, hereinafter collectively referred to as the "Master Declarations"), has legal authority to act, as stated in the Master Declarations, the Master Architectural Committee shall have the exclusive control and authority to consider and act upon written and complete applications that have been submitted to it for approval for the purpose of establishing and maintaining the quality, character, and aesthetics of the District, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, site plans, lot grading plans, landscaping plans and use of any proposed Exterior Structure, as defined in the Master Declarations, together with all other powers and duties granted to such Master Architectural Committee under the Master Declarations. With regard to those Lots for which such authority is not clearly stated by the Master Declarations and with regard to which the Owner of such Lot contests such authority, the Board shall exercise such control and authority.

**ARTICLE X
NOTICES**

1. Place for Payment. The Townhomes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Townhomes Association may be transacted.
2. Method of Notice. Notice to Owners and Members by the Board or the Townhomes Association may be given in person or by mail, telephone, facsimile, email, or other means reasonably calculated to provide notice.
3. Effect of Mailing. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the Owner at the address of the Lot or sent by email to the Owner's last known email address. Notice to one co-Owner of a Lot shall constitute notice to all co-Owners of such Lot.

**ARTICLE XI
AMENDMENT AND TERMINATION**

1. Amendment. A resolution adopting a proposed amendment may be proposed by either the Board or by any six (6) Members of the Townhomes Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Any amendment of this Declaration shall require the approval of the Owners of at least two-thirds (2/3) of the Lots within the Townhomes Association. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President and Secretary of the Townhomes Association with all the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Recording Office.
2. Amendment to Amending Procedure. The provisions of this Declaration related to amending the Declarations may be terminated by following the same procedure set out above; however, any termination shall require the approval of at least ninety percent (90%) of the Members of the Townhomes Association.
3. Rule against Perpetuities. If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of twenty (20) years after the death of the last survivor of the individuals signing this Declaration or the now-living children and grandchildren of the individuals signing this Declaration as of the date of such execution.

ARTICLE XII

COVENANTS RUNNING WITH THE LAND

1. All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of all parts of the District. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the provisions of this Declaration as applied to the Lot owned by such Owner. The provisions of this Declaration shall not benefit or be enforceable by any creditor of the Townhomes Association.

2. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation or default.

3. No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

ARTICLE XIII SEVERABILITY AND GOVERNING LAW

1. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

2. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

IN WITNESS WHEREOF, the President and Secretary of The Westwood Hill Townhomes Homeowners Association, Inc., have caused this Amended and Restated Declarations to be duly executed the day and-year first above written.

THE WESTWOOD HILLS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

By: Martin J. Bregman
Printed: Martin J. Bregman
President

By: Michael W. Hartnett
Printed: Michael W. Hartnett
Secretary

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)



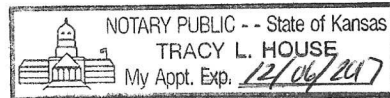
BE IT REMEMBERED, that on this 28th day of September, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Martin J. Bregman, as President of the Westwood Hills Townhomes Homeowners Association, Inc., a Kansas not-for-profit corporation, who is personally known by me to be the same person who executed the foregoing instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Tracy L. House
Notary Public

My Appointment Expires: 12/06/2017

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)



BE IT REMEMBERED, that on this 28th day of September, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael W. Hartnett, as Secretary of the Westwood Hills Townhomes Homeowners Association, Inc., a Kansas not-for-profit corporation, who is personally known by me to be the same person who executed the foregoing instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Tracy L. House
Notary Public

My Appointment Expires: 12/06/2017

**CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION**

THIS CONSENT AND RATIFICATION is made this _____ day of _____, 2016, by the undersigned (referred to as "**Owner**", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "**Amended Declaration**") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:
Beginning at a point which is South 02°06'55" East, 646.95 feet along the West line and its Southern Extension; and North 87°53'05" East, 78.58 feet from the Northwest corner of said Lot Two; thence North 12°51'08" East, 3.22 feet; thence along a 320.00 foot radius curve to the right with a 48.71 foot chord bearing North 17°13'01" East, an arc distance of 48.75 feet; thence South 68°44'30" East, 134.70 feet; thence South 32°09'46" West, 48.44 feet; thence North 68°40'49" West, 91.89 feet; thence South 21°19'11" West, 4.34 feet; thence North 68°40'49" West, 29.74 feet to the point of beginning.

(Commonly known as: 308 N. Parker Circle, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

Terry Preston

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came Terry Preston, with an address of 308 N. Parker Circle, Lawrence, Douglas County, Kansas, who is personally known to me to be the same person who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Appointment expires: _____

**CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION**

THIS CONSENT AND RATIFICATION is made this _____ day of _____, 2016, by the undersigned (referred to as "**Owner**", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "**Amended Declaration**") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:
Beginning at a point which is South 02°06'55" East, 552.59 feet along the West line and its Southern Extension, and North 87°53'05" East, 119.48 feet from the Northwest corner of said Lot Two; thence South 68°39'39" East, 35.89 feet; thence South 21°20'21" West, 2.21 feet; thence South 68°39'39" East, 104.18 feet; thence South 32°09'46" West, 49.56 feet; thence North 68°44'30" West, 134.70 feet; thence along a 320.00 foot radius curve to the right with a 35.81 feet chord bearing North 24°47'22" East, an arc distance of 35.83 feet; thence North 27°59'50" East, 15.43 feet to the point of beginning.

(Commonly known as: 310 N. Parker Circle, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

John K. Pearson

Sue M. Pearson

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came John K. Pearson and Sue M. Pearson, with an address of 310 N. Parker Circle, Lawrence, Douglas County, Kansas, who are personally known to me to be the same persons who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Appointment expires: _____

CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION

THIS CONSENT AND RATIFICATION is made this 14 day of October, 2016, by the undersigned (referred to as "Owner", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "Amended Declaration") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:
Beginning at a point which is South 02°06'55" East, 552.59 feet along the West line and its Southern Extension; and North 87°53'05" East, 119.48 feet from the Northwest corner of said Lot Two; thence North 27°59'50" East, 18.02 feet; thence along a 380.00 feet radius curve to the left with a 26.94 foot chord bearing North 25°57'56" East, an arc distance of 26.95 feet; thence South 68°44'30" East, 144.82 feet; thence South 32°09'46" West, 48.03 feet; thence North 68°39'39" West, 104.18 feet; thence North 21°20'21" East, 2.21 feet; thence North 68°39'39" West, 35.89 feet to the point of beginning.

(Commonly known as: 312 N. Parker Circle, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

Thomas Stone
Tom Stone

STATE OF Oklahoma)
) ss:
COUNTY OF Tulsa)

BE IT REMEMBERED, that on this 14th day of October, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came Tom Stone, with an address of 1502 S. Boulder Ave., Unit 16D, Tulsa, Oklahoma, who is personally known to me to be the same person who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Melanie Ochoa
Notary Public



My Appointment expires: 4-30-19

**CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION**

THIS CONSENT AND RATIFICATION is made this _____ day of _____, 2016, by the undersigned (referred to as "**Owner**", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "**Amended Declaration**") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:
Beginning at the Southeast corner of Lot 3, in said Block One; thence North 32°51'31" East, along the East line of said Lot 3, 32.47 feet; thence South 62°02'26" East, 52.33 feet; thence North 27°57'34" East, 1.00 foot; thence South 62°02'26" East, 4.50 feet; thence South 27°57'34" West, 2.00 feet; thence South 62°02'26" East, 4.50 feet; thence North 27°57'34" East, 1.00 foot; thence South 62°02'26" East, 36.08 feet; thence South 27°57'34" West 4.14 feet; thence South 62°02'26" East, 36.73 feet; thence Southerly, on a 380.00 foot radius curve to the left with a 30.50 foot chord bearing South 25°16'28" West, an arc distance of 30.51 feet; thence North 73°47'59" West, 127.68 feet; thence North 02°42'55" East, 31.27 feet to the point of beginning.

(Commonly known as: 309 N. Parker Circle, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

Jennifer McAllaster

Dan Ginavan

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came Jennifer McAllaster and Dan Ginavan, with an address of 309 N. Parker Circle, Lawrence, Douglas County, Kansas, who are personally known to me to be the same persons who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Appointment expires: _____

**CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION**

THIS CONSENT AND RATIFICATION is made this 27th day of September 2016, by the undersigned (referred to as "**Owner**", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "**Amended Declaration**") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:
Beginning at a point on the East line, 32.47 feet North of the Southeast corner of Lot 3, in said Block One; thence North 32°51'31" East, along said East line, 43.07 feet; thence South 66°05'00" East, 130.18 feet, thence Southerly, on a 320.00 foot radius curve to the right with a 19.98 foot chord bearing South 26°12'29" West, an arc distance of 19.98 feet; thence South 27°59'50" West, 33.46 feet; thence Southerly, on a 380.00 foot radius curve to the left with a 2.80 foot chord bearing South 27°47'09" West, an arc distance of 2.80 feet; thence North 62°02'26" West, 36.73 feet; thence North 27°57'34" East, 4.14 feet; thence North 62°02'26" West, 36.08 feet; thence South 27°57'34" West, 1.00 foot; thence North 62°02'26" West, 4.50 feet; thence North 27°57'34" East, 2.00 feet; thence North 62°02'26" West, 4.50 feet; thence South 27°57'34" West, 1.00 foot; thence North 62°02'06" West, 52.33 feet to the point of beginning.

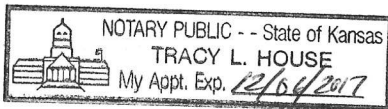
(Commonly known as: 311 N. Parker Circle, Lawrence, Kansas)

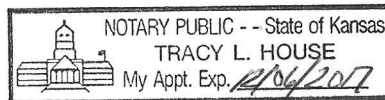
NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

**MARTIN J. BREGMAN AND NANCY S. BREGMAN
REVOCABLE TRUST UNDER REVOCABLE TRUST
AGREEMENT DATED OCTOBER 19, 2015**

By: *Martin J. Bregman* 9/27/16
Martin J. Bregman, Trustee

By: *Nancy S. Bregman*
Nancy S. Bregman, Trustee





STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 27th day of September, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came Martin J. Bregman and Nancy S. Bregman, Trustees of the Martin J. Bregman and Nancy S. Bregman Revocable Trust under Revocable Trust Agreement dated October 19, 2015, with an address of 311 N. Parker Circle, Lawrence, Douglas County, Kansas, who are personally known to me to be the same persons who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Tracy L. House
Notary Public

My Appointment expires: 12/06/2017

CONSENT AND RATIFICATION OF AMENDED AND RESTATED WESTWOOD HILLS TOWNHOMES AREA HOMES ASSOCIATION DECLARATION

THIS CONSENT AND RATIFICATION is made this 11th day of October, 2016, by the undersigned (referred to as "Owner", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "Amended Declaration") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows: Beginning at the Southeast corner of Lot 4, in said Block One; thence North 12°00'24" East along the East line of said Lot 4, 24.77 feet; thence South 75°18'08" East, 46.77 feet; thence South 14°41'52" West 1.00 foot; thence South 75°18'08" East, 4.50 feet; thence North 14°41'52" East, 2.00 feet; thence South 75°18'08" East, 4.50 feet; thence South 14° 41'52" West, 1.00 foot; thence South 75°18'08" East, 35.74 feet; thence North 14°41'52" East, 4.10 feet; thence South 75°18'08" East, 38.03 feet; thence South 13°45'13" West, 4.42 feet; thence Southerly on a 320.00 foot radius curve to the right with a 59.48 foot chord bearing South 19°05'11" West, an arc distance of 59.57 feet; thence North 66°05'00" West, 130.18 feet to the East line of Lot 3, in said Block One; thence North 32°51'31" East, along said East line, 14.76 feet to the point of beginning. (Commonly known as: 313 N. Parker Circle, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

Jeffrey J. Price (signature)

Rebecca R. Price (signature)

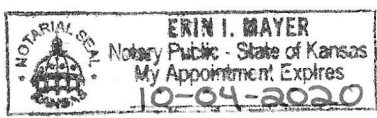
STATE OF KANSAS)) ss: COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 11th day of October, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came Jeffrey J. Price and Rebecca R. Price, with an address of 313 N. Parker Circle, Lawrence, Douglas County, Kansas, who are personally known to me to be the same persons who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Erin I. Mayer (signature) Notary Public

My Appointment expires: 10-04-20



CONSENT AND RATIFICATION OF AMENDED AND RESTATED WESTWOOD HILLS TOWNHOMES AREA HOMES ASSOCIATION DECLARATION

THIS CONSENT AND RATIFICATION is made this 12 day of October, 2016, by the undersigned (referred to as "Owner", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "Amended Declaration") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows: Beginning at the Southeast corner of Lot 5, in said Block One; thence North 02°06'55" West, along the East line of said Lot 5, 45.60 feet; thence South 64°22'23" East, 120.08 feet; thence South 25°37'37" West, 3.88 feet; thence South 64°22'23" East, 38.88 feet; thence Southerly, along a 205.00 foot radius curve to the left with a 38.31 foot chord bearing South 26°56'39" West, an arc distance of 38.36 feet thence North 68°24'56" West, 134.45 feet to the East line of Lot 4, in said Block One; thence North 12°00'24" East, along the East line of said Lot 4, 11.62 feet to the point of beginning.

(Commonly known as: 317 N. Parker Circle, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

M. Susan Keeler M. Susan Keeler

STATE OF KANSAS)) ss: COUNTY OF DOUGLAS)

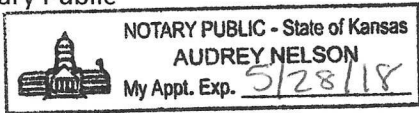
BE IT REMEMBERED, that on this 12 day of October, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came M. Susan Keeler, with an address of 317 N. Parker Circle, Lawrence, Douglas County, Kansas, who is personally known to me to be the same person who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Audrey Nelson

Notary Public

My Appointment expires: _____



**CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION**

THIS CONSENT AND RATIFICATION is made this _____ day of _____, 2016, by the undersigned (referred to as "**Owner**", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "**Amended Declaration**") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:
Beginning at a point on the East line, 11.43 feet South of the Northeast corner of Lot 5, in said Block One; thence North 85°50'44" East, 144.76 feet; thence South 15°45'40" East, 4.64 feet; thence Southeasterly along a 130.00 foot radius curve to the left with a 45.10 foot chord bearing South 25°44'59" East, an arc distance of 45.33 feet; thence South 35°44'19" East, 12.41 feet; thence Southwesterly along a 205.00 foot radius curve to the left with a 48.34 foot chord bearing South 39°04'33" West, an arc distance of 48.45 feet; thence North 64°22'23" West, 38.88 feet; thence North 25°37'37" East, 3.88 feet; thence North 64°22'23" West, 120.08 feet to the East line of said Lot 5; thence North 02°06'55" West, along said East line, 9.95 feet to the point of beginning.
(Commonly known as: 319 N. Parker Circle, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

Debra J. Nichols

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came Debra J. Nichols, with an address of 319 N. Parker Circle, Lawrence, Douglas County, Kansas, who is personally known to me to be the same person who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Appointment expires: _____

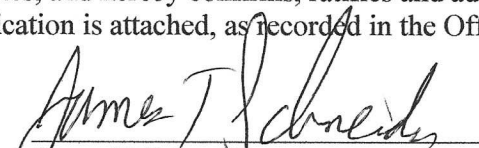
**CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION**


THIS CONSENT AND RATIFICATION is made this 14th day of October, 2016, by the undersigned (referred to as "**Owner**", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "**Amended Declaration**") to which this Consent and Ratification is attached, which property is described as follows:

A portion of Lot Two, Block One, Westwood Hills 3rd Plat, a Subdivision in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:
Beginning at a point on the West line, 213.43 feet South of the Northwest corner of said Lot Two; thence North 87°53'05" East, 107.52 feet; thence on a 55.00 foot radius curve to the left with a 37.86 foot chord bearing South 52°34'15" East, an arc distance of 38.66 feet; thence South 15°45'40" East, 33.69 feet; thence South 85°50'44" West, 144.76 feet to the West line of said Lot Two; thence North 02°06'55" West, along said West line 62.00 feet to the point of beginning.

(Commonly known as: 323 N. Chamberlin Court, Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 1 vote out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.



James T. Schneider


Erin A. Schneider

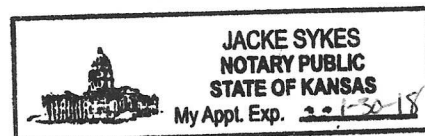
STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 14th day of October, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came James T. Schneider and Erin A. Schneider, with an address of 323 N. Chamberlin Court, Lawrence, Douglas County, Kansas, who are personally known to me to be the same persons who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public

My Appointment expires: 01-30-18



**CONSENT AND RATIFICATION OF
AMENDED AND RESTATED WESTWOOD HILLS
TOWNHOMES AREA HOMES ASSOCIATION DECLARATION**

THIS CONSENT AND RATIFICATION is made this 5 day of OCTOBER, 2016, by the undersigned (referred to as "**Owner**", whether one or more). Each Owner is the legal and/or equitable owner of an interest in real property affected by the Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration (the "**Amended Declaration**") to which this Consent and Ratification is attached, which property is described as follows:

Tract 1:

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a subdivision in the City of Lawrence, in Douglas County, Kansas, described as follows:

Beginning at the Northwest corner of said Lot 2, Block One, thence N 88°07'45" E along the North line of Lot 2 a distance of 122.68 feet; thence N 80°12'15" E, 114.28 feet; thence S 19°52'33" W, 161.14 feet; thence on a curve to the left having a radius of 55.00 feet, a chord bearing of S 38°43'10" W, a chord length of 140.10 feet and an arc length of 136.61 feet; thence S 87°53'04" W, 107.52 feet to the West line of Lot 2; thence along the West line of Lot 2 at N 02°06'55" W, 213.43 feet to the point of beginning.

Tract 2:

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a subdivision in the City of Lawrence, in Douglas County, Kansas, described as follows:

Beginning at the Northeast corner of said Lot 2, Block One, thence S 27°57'59" E, 241.61 feet; thence S 12°16'52" E, 214.77 feet; thence S 0°00'00" E, 87.11 feet; thence S 31°59'46" W, 118.50 feet; thence S 0°00'28" W, 115.50 feet; thence S 22°48'42" W, 62.96 feet; thence S 33°36'54" W, 275.67 feet; thence N 66°37'16" W, 99.46 feet; thence S 52°48'22" W, 55.82 feet; thence S 35°55'02" W, 50.62 feet; thence N 54°04'58" W, 47.70 feet; thence on a curve to the left having a radius of 230.00 feet, a chord bearing of N 50°58'06" E, a chord length of 137.20 feet and an arc length of 139.32 feet; thence N 33°36'54" E, 210.24 feet; thence on a curve to the left having a radius of 330.00 feet, a chord bearing of N 15°44'59" E, a chord length of 202.47 feet and an arc length of 205.79 feet; thence N 02°06'55" W, 210.89 feet; thence on a curve to the left having a radius of 180.00 feet, a chord bearing of N 15°06'39" W, a chord length of 80.96 feet and an arc length of 81.65 feet; thence on a curve to the left having a radius of 55.00 feet, a chord bearing of S 55°35'58" W, a chord length of 60.55 feet and an arc length of 281.46; thence on a curve to the right having a radius of 120.00 feet, a chord bearing of S 13°31'31" E, a chord length of 47.48 feet and an arc length of 47.79 feet; thence S 02°06'55" E, 56.27 feet; thence N 90°00'00" W, 144.55 feet; thence on a curve to the left having a radius of 205.00 feet, a chord bearing of S 76°20'18" W, a chord length of 96.84 feet and an arc length of 97.76 feet; thence N 35°44'19" W, 12.41 feet; thence on a curve to the right having a radius of 70.00 feet, a chord bearing of N 25°44'59" W, a chord length of 24.28 feet and an arc length of 24.41 feet; thence N 15°45'40" W, 38.33 feet; thence on a curve to the left having a radius of 55.00 feet, a chord bearing of N 14°28'20" W, a chord length of 90.82 feet and an arc length of 106.85 feet; thence N 19°52'33" E, 161.14 feet; thence along the North line of Lot 2, Block One, N 80°12'16" E, 114.19 feet; thence N 61°03'53" E, 222.72 feet to the point of beginning.

Tract 3:

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a subdivision in the City of Lawrence, in Douglas County, Kansas, described as follows:

Commencing at the Northwest corner of said Lot 2, Block One, thence extending along the West line of Lot 2 thereof, S 02°06'55" E a distance of 691.30 feet; thence N 87°53'05" E, 66.72 feet to the point of beginning; thence S 68°44'30" E, 105.36 feet; thence N 32°09'46" E, 196.56 feet; thence N 68°44'30" W, 144.82 feet; thence on a curve to the left having a radius of 380.51 feet, a chord bearing of N 18°50'30" E, a chord length of 67.43 feet and an arc length of 67.52 feet; thence N 13°45'13" E, 11.67 feet; thence on a curve to the right having a radius of 145.00 feet, a chord bearing of N 51°52'36" E, a chord length of 179.03 feet and an arc length of 192.96 feet; thence N 90°00'00" E, 146.76 feet; thence S 02°06'55" E, 94.57 feet; thence on a curve to the right having a radius of 270.00 feet, a chord bearing of S 15°44'59" W, a chord length of 165.66 feet and an arc length of 168.37 feet; thence S 33°36'54" W, 210.24 feet; thence on a curve to the right having a radius of 170.00 feet, a chord bearing of S 68°40'57" W, a chord length of 195.34 feet and an arc length of 208.09 feet; thence on a curve to the right having a radius of 70.00 feet, a chord bearing of N 31°41'56" W, a chord length of 98.22 feet and an arc length of 108.86 feet; thence N 12°58'01" E, 51.39 feet to the point of beginning.

Tract 4:

A portion of Lot 2, Block One, Westwood Hills 3rd Plat, in the Northwest Quarter of Section 28, Township 12 South, Range 19 East, a Subdivision in the City of Lawrence in Douglas County, Kansas, described as follows:

Commencing at the Northwest corner of said Lot 2, Block One, thence extending along the West line of Lot 2 thereof, S 02°06'55" E a distance of 550.66 feet to the point of beginning; thence S 73°47'59" E, 46.77 feet; thence on a curve to the left having a radius of 30.04 feet, a chord bearing of S 17°54'47" W, a chord length of 67.04 feet and an arc length of 67.13 feet; thence S 12°51'08" W, 100.52 feet; thence on a curve to the left having a radius of 130.00 feet, a chord bearing of S 01°22'36" W, a chord length of 51.73 feet, an arc length of 52.08 feet; thence on a curve to the left having a radius of 50.00 feet, a chord bearing of S 82°37'37" W, a chord length of 76.87 feet and an arc length of 87.68 feet; thence S 87°51'26" W, 8.48 feet; thence N 07°16'14" E, 153.85 feet; thence S 73°47'59" E, 54.04 feet to the point of beginning.

(Commonly known as: 0 N. Chamberlin Court, 0 Parker Circle, 0 N. Parker Circle, and 0 N. Parker Court, all in the City of Lawrence, Kansas)

NOW, THEREFORE, to submit and subject all of such property to the said Amended Declaration, each of the undersigned hereby acknowledges that they are entitled to 54 votes out of a total of 65 votes, and hereby confirms, ratifies and adopts the Amended Declaration to which this Consent and Ratification is attached, as recorded in the Office of the Register of Deeds of Douglas County, Kansas.

CP PROPERTY HOLDINGS, L.C.,
a Kansas limited liability company

By: 
Christopher J. Earl, Manager

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 5th day of OCTOBER, 2016, before me, the undersigned a notary public in and for the county and state aforesaid, came Christopher J. Earl, Manager of CP Property Holdings, L.C., a Kansas limited liability company, with an address of 2701 W. 6th Street, Lawrence, Douglas County, Kansas, who is personally known to me to be the same person who executed the within and foregoing Amended and Restated Westwood Hills Townhomes Area Homes Association Declaration, and such person duly acknowledged the execution of the same on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Delva B Morris
Notary Public

My Appointment expires: 9/4/2020

