

The Course at Green Valley Greens 5th & 6th Addition

Homeowners' Bylaws and Declaration of Covenants, Conditions & Restrictions

Full Set (as of 11/2003) to Include:

- Bylaws
 - 1st Amendment to Bylaws
- Covenants, Conditions & Restrictions
 - 1st Amendment to CC & Rs
 - 2nd Amendment to CC & Rs
 - 3rd Amendment to CC & Rs
 - 4th Amendment to CC & Rs
 - 5th Amendment to CC & Rs
 - 6th Amendment to CC & Rs
 - 7th Amendment to CC & Rs



**BYLAWS
OF
THE COURSE HOMEOWNERS' Association--Fifth ADDITION**

ARTICLE I

General

Section 1. **Office.** The office of this corporation shall be located at 151 North Main, Suite 800, Wichita, Kansas 67202, or such other address as shall be determined by the Board. Provisions have been made to provide that, if the Registered Agent of the corporation is not a member of the Association, copies of all notices, etc., will be sent to the then acting Secretary of the corporation at the time of receipt of such notices, etc.

Section 2. **Fiscal Year.** The fiscal year of this corporation shall be the calendar year.

ARTICLE II

Definitions

Section 1. **"Articles"** shall mean and refer to the Articles of Incorporation of the Association, as they may from time to time be amended.

Section 2. **"Association"** shall mean and refer to The Course Homeowners' Association--Fifth Addition, a Kansas nonprofit corporation, its successors and assigns.

Section 3. **"Board"** shall mean and refer to the Board of Directors of the Association.

Section 4. **"Bylaws"** shall mean and refer to the Bylaws of the Association, as they may from time to time be amended.

Section 5. **"Common Areas"** shall mean all real property in which the Association now or hereafter owns an interest for the common use and enjoyment of its Members, as defined in Section 1.03 of the Restrictions.

Section 6. **"Declarant"** shall mean and refer to The Course Homeowners' Association--Fifth Addition, a Kansas non-profit corporation, and its successors, if the rights and obligations of Declarant hereunder should be assigned to and assumed by such successors.

Section 7. "Lot" shall mean any parcel of the Real Estate shown on the Plat and identified therein as a lot or residential building site, excluding that portion, if any, of such lot which is shown on the Plat as being a portion of the Common Areas.

Section 8. "Member" shall mean any person or entity holding membership in the Association, as provided in the Restrictions and these Bylaws.

Section 9. "Owner" shall mean the party or parties who own fee simple title to a Lot or own that estate or interest with respect to a Lot which is most nearly equivalent to fee simple title.

Section 10. "Plat" shall mean the plat of The Course at Green Valley Greens 5th Addition to Andover, Butler County, Kansas, now or hereafter recorded, as such plat may be revised, replatted, modified or supplemented from time to time.

Section 11. "Real Estate" shall mean and refer to that certain real property located in Butler County, Kansas, which is subject to the Restrictions, as the same may be amended from time to time.

Section 12. "Restrictions" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Green Valley Addition concerning the Real Estate, filed for record with the Register of Deeds of Sedgwick County, Kansas, including such further amendments thereto as may from time to time be recorded.

ARTICLE III

Membership and Meetings

Section 1. Membership: Voting Rights. The Owner of a Lot shall automatically be the holder of a membership in the Association appurtenant to that Lot, and the Association membership for that Lot shall automatically pass with fee simple title to that Lot; provided, however, in the event any Owner shall have entered into a contract to sell his interest in a Lot during the time such contract is in force, if the contract vendee is in possession of the Lot, he shall be considered to be the Member rather than the Owner. There shall be two (2) votes for each Lot. Notwithstanding the foregoing, Declarant shall be entitled to six (6) votes for each single Lot of which it is the Owner.

Section 2. Annual Members' Meeting. The annual Members' meeting shall be held at the office of the Association at 6:00 p.m. on the second Tuesday of November in each year, beginning in 1997, for the purpose of electing directors and transacting any other business authorized by the Members.

Section 3. Special Members' Meetings. Special Members' meetings shall be held whenever called by the President or by a majority of the Board and must be called by the President upon receipt of the written request from Members entitled to cast one-third of the votes of the entire membership.

Section 4. Notice of Members' Meetings. Notice of all Members' meetings, stating the time and the place where the meeting is to be held and the purpose or purposes for which the meeting is called, shall be given by the Secretary. Such notice shall be in writing to each Member at his address as it appears on the books of the Association and shall be mailed to him not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. The purpose of such meeting shall be given by affidavit of the Secretary and shall be sufficient proof thereof. Notice of any meeting may be waived in writing, either before or after said meeting.

Section 5. Quorum. Except as otherwise required by Kansas corporate law, there shall be no quorum as to the minimum number of persons who must be in attendance before the Members may act upon any matter. The acts approved by a majority of votes cast at a meeting duly called hereunder shall constitute the acts of the entire Membership, except where approval of a greater number is required by applicable law.

Section 6. Proxy. Votes may be cast at any Members' meeting either in person or by proxy. Proxies may be made by any person entitled to vote, shall be valid for only the particular meeting designated therein, and must be filed with the Secretary before the vote of a matter is undertaken by the Members in attendance.

ARTICLE IV

Directors, Election, Meetings, Fees

Section 1. Number, Qualification. The Board shall consist of at least three (3) persons, who need not be Members of the Association, the exact number to be fixed and determined by the Board, with full authority in the Board to vary said number at any time and from time to time.

Section 2. Nominating Committee; Nominations. Nominations for election to the Board shall be made by the Nominating Committee, which shall consist of the President, and two Members of the Association who shall be appointed by the Board. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve during such annual meeting and until the next annual meeting, or until its successors shall have been duly designated and qualified. Members of the Nominating Committee shall be announced at each annual meeting of the Members.

The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies to be filled. Nominations may be made from among Members or non-Members, as the Committee, in its discretion, shall determine.

Section 3. Election, Vacancies and Removal. The election, removal and replacement of directors shall be governed by the following:

A. Directors shall be elected by written ballot of the Members and by plurality of the votes cast at the annual meeting of the Members of the Association. Each Member of the Association shall be entitled to vote for as many nominees as there are vacancies to be filled.

B. Except as to vacancies created by the removal of directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining directors.

C. Any director may be removed by concurrence of a majority of the Members of the Association present, in person or by proxy, at a special meeting of the Members called for that purpose. Any vacancy in the Board so created shall be filled at that same meeting according to the procedures established in the first two sentences of subparagraph A of this Section.

D. Notwithstanding anything to the contrary appearing in these Bylaws, the Declarant under the Declaration shall have the right to appoint the members of the Board until such Declarant no longer owns a Lot or relinquishes its right to appoint Board members, whichever is earlier.

Section 4. Term. Each director's term of service shall extend to the next annual meeting of the Members following his election and thereafter until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 5. Organizational Meeting. The organizational meeting of the newly elected Board shall be held within thirty (30) days after its election, at such place and time as shall be fixed by those directors present at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the date set for such meetings.

Section 7. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Any director may waive notice of a meeting, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 9. Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Restrictions, these Bylaws or applicable law.

Section 10. Adjourned Meetings. If at any meeting of the directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 12. Presiding Officer. The presiding officer at all directors' meetings shall be the Chairman of the Board, if such an officer has been elected, and if no Chairman of the Board has been elected, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

Section 13. Directors' Fees. Directors' fees, if any, shall be determined by the Members of the Association.

ARTICLE V

Directors' Powers and Duties

Section 1. Exercise of Powers. Except as otherwise provided in the Restrictions, all of the powers and duties vested in the Association by the Restrictions and these Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. Such powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the Restrictions, these Bylaws and applicable law:

- A. To select and remove all of the officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with law, the Articles, the Bylaws or the Restrictions, and to fix their compensation.
- B. To conduct, manage and control the affairs and business of the Association and make such rules and regulations (including fines) therefor not inconsistent with law, the Articles, the Bylaws or the Restrictions as they deem best, including rules and regulations for the use and operation of the Common Areas and facilities owned or controlled by the Association.
- C. To accept title and ownership of the Common Areas and facilities.
- D. To change the principal office for the transaction of the business of the Association from one location to another within Butler County, Kansas, and to designate any place within Butler County, Kansas for the holding of any membership meeting.
- E. To make and collect assessments against Members and use the proceeds of assessments in the exercise of their powers and duties, all as provided herein or in the Restrictions.
- F. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Owners with respect to the Common Areas and the affairs of the Association, which may include bonding of the members of any management body.
- G. To pay all charges for water, electricity, gas and other utility services for the Common Areas.
- H. To maintain, repair, preserve, replace and operate the Common Areas.
- I. To reconstruct improvements located in the Common Areas after casualty and to further improve the Common Areas.
- J. To enter onto any Lot as may be necessary for the purpose of carrying out any of the powers or duties of the Board and the Association as herein set forth and as set forth in the Restrictions, including such entry as may be necessary in connection with the construction, maintenance or emergency repair of the Common Areas at any reasonable hour and, except in the case of emergency, after reasonable notice.
- K. To enforce the provisions of the Restrictions, the Articles, these Bylaws and the rules and regulations adopted by the Board, and the provisions of any agreement to which the Association is a party.

L. To contract for management of the Common Areas and delegate to said management all powers and duties of the Association, these Bylaws, or applicable law to have approval of the Board or of the Members of the Association.

M. To borrow money and incur indebtedness for the purposes of the Association and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, the Board shall not have the power to borrow money for the Association during any fiscal year in excess of the aggregate sum of, nor to sell during any fiscal year property of the Association having an aggregate fair market value greater than, 10% of the budgeted gross expenses of the Association for the fiscal year in question, without the vote or written consent of the majority of Members who are voting, in person or by proxy, at a meeting duly called for that purpose.

N. To pay any taxes and governmental special assessments which are or could become a lien on the Common Areas or any portion thereof, except that the Association shall not be responsible for any taxes or assessment on any Lot.

O. To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Articles, these Bylaws, the Restrictions and the rules and regulations adopted by the Board. Membership rights and privileges (including voting rights and use of Common Areas) may be suspended by the Board if a Member is found to be in violation of the provisions of the Articles, these Bylaws, the Restrictions or the rules and regulations adopted by the Board. If the Board believes grounds may exist for any such suspension, the Board shall give to the Member believed to be in violation at least fifteen (15) days' prior written notice of the intended suspension and the reasons therefor. Members shall be given an opportunity to be heard before the Board, either orally or in writing, not less than five (5) days before the effective date of suspension. The notice required hereby may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail, sent to the last address of the Member shown on the Association's records. Anything herein stated to the contrary notwithstanding, the Board shall not have the power to suspend any Member's rights of access or utilities to his Lot.

P. To prepare budgets and financial statements for the Association as provided elsewhere herein.

Q. To prosecute or defend in the name of the Association any action affecting or relating to the Common Areas or other property owned by the Association, and any action in which all or substantially all of the Owners have an interest.

R. To delegate any of their powers hereunder to others, including committees, officers and employees.

S. To perform such other duties as may be authorized by the Members.

ARTICLE VI

Officers

Section 1. Executive Officers. The executive officers of the Association shall be a President, a Secretary and a Treasurer. The Association may also have, at the discretion of the Board, one or more Assistant Secretaries and such other officers as may be appointed in accordance with the provisions hereof. Officers other than the President need not be directors. One person may hold two or more offices.

Section 2. Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions hereof, shall be chosen annually by the Board, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve or his successor shall be elected and qualified.

Section 3. Subordinate Officers. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6. President. The President shall be chosen from among the directors and shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president, including but not limited to the power to appoint committees from among the Members from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

Section 7. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

Section 8. Treasurer. The Treasurer shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

Section 9. Compensation. The compensation, if any, of all officers, employees and/or contractors of the Association shall be fixed by the Board. Nothing herein shall preclude the Board from employing a director as an employee of the Association.

ARTICLE VII

Fiscal Management

Section 1. Budget. The Board shall, on or about December 15 of each year, adopt a budget for the ensuing calendar year, which shall include the estimated funds required to defray all common expenses.

Section 2. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under such classifications as the Board shall deem appropriate.

Section 3. Annual Assessments. The initial annual assessments (in addition to sums assessed pursuant to provisions hereinbelow) shall be the amount required by the Restrictions or as otherwise determined on behalf of the Board.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above in this Article VII, the Board may levy in any assessment year a special assessment for each Lot applicable to that year only for the purposes stated in the Restrictions; provided that any such assessment shall have the assent of a majority of the Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

Section 5. Assessments: When Due. The Board shall establish the due date for all assessments and shall have the right to require payment of the same in advance.

Section 6. Lien Rights. As provided in the Restrictions, the Association shall have a lien against each Lot to secure payment of any assessment, fine, Compliance Expenditure or other amount due and owing the Association in compliance with these Bylaws, and in the event of default by any Owner, the Lot of such Owner may be foreclosed by the Association in the same manner as set forth in the Restrictions.

Any amounts which are not paid when due shall be delinquent. Thereafter, such amounts shall bear interest as set forth in the Restrictions, in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorneys' fees.

Section 7. Successor's Liability for Assessments. The Association's lien for delinquent assessments of damages, costs, fines, expenses, attorneys' fees and all other charges allowed hereunder against the Lot shall pass to an Owner's successors-in-title, regardless of whether said obligations were expressly assumed by them, except with respect to the sale or transfer of any Lot which is subject to any mortgage pursuant to decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, which sale or transfer shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer and except as otherwise specified in the Restrictions. Upon acquisition of title to a Lot, an Owner shall be bound by the terms hereof.

Section 8. No Offsets. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of the Common Areas or that Declarant, the Association, the Board or the Architectural Control Committee is not or has not been properly exercising its duties and powers under the Restrictions, Articles or Bylaws.

ARTICLE VIII

Indemnification and Insurance

Section 1. General. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, advisory director, officer or employee of the Association, or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, officer or employee of another corporation, association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Derivative Action. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, advisory director, officer or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, officer or employee of another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Costs Indemnified. To the extent that any person who is or was a director, advisory director, officer or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or who is or was serving at the request of the Association as a director, advisory director, officer or employee of another association or corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under this Article shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicable standard of conduct set forth therein has been met. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Members of the Association.

Section 4. Time of Indemnification. Expenses incurred by a director, advisory director, officer or employee in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, advisory director, officer or employee to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association pursuant to this Article VIII.

Section 5. Nonexclusive Rights. The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this Article VIII shall not be deemed to be exclusive of any other right to which those seeking indemnification or advancement of expenses may be entitled from the Association or any other entity under any other bylaw, statute, agreement, provision of the Articles, vote of the Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Member and shall inure to the benefit of the heirs, executors and administrators of such Member. However, any amount actually received as the proceeds of any such other indemnification shall be deducted from the amount, if any, which he may be entitled to receive pursuant to this Article VIII.

Section 6. Insurance. By action of the Board, notwithstanding any interest of any Members in the action, to the full extent permitted by statute the Association may purchase and maintain insurance, in such amounts and against such risks as the Board deems appropriate, on behalf of any person who is or was a director, advisory director, officer, employee or agent of the Association, or of any entity a majority of the voting stock of which is owned by the Association, or who is or was serving at the request of the Association as a director, advisory director, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article VIII, the Articles or the laws of the State of Kansas.

ARTICLE IX

Miscellaneous Provisions

Section 1. Definitions. The definitions set forth in Article II hereof shall apply to any additional Real Estate acquired by the Association.

Section 2. Amendments. The power to make, adopt, alter, amend or repeal these Bylaws is vested concurrently in the Board and the Members, but the authority of the Board with respect to these Bylaws shall at all times remain subject to the superior authority of the Members. Any amendment of these Bylaws by the membership shall be effective when approved by an

affirmative vote of the majority of the Members who are voting, in person or by proxy, at a meeting duly called for such purpose. In no event shall any amendment be in conflict with the terms of the Restrictions or applicable law.

Section 3. Resolution of Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control. These Bylaws are subject to any rights of the Declarant as provided in the Restrictions.

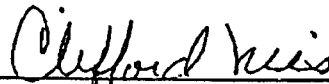
Section 4. Number and Gender. All of the terms and words used in these Bylaws, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine or neuter), as the context or sense of these Bylaws or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of The Course Homeowners' Association--Fifth Addition, a Kansas non-profit corporation; and
2. That the foregoing Bylaws, comprising 14 pages, constitute the Bylaws of said corporation, duly adopted by action of the Board of Directors dated as of the ____ day of June, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of June, 1996.


Secretary

**FIRST AMENDMENT TO BYLAWS OF
THE COURSE HOMEOWNER'S ASSOCIATION - FIFTH ADDITION**

WHEREAS, the Course Homeowners' Association - Fifth Addition ("Association") currently operates pursuant to those certain bylaws dated June 1996 and certified by the initial secretary of the corporation, Clifford Nies ("Bylaws"); and

WHEREAS, the Board of Directors of the Association has determined that it is in the best interests of the Association that the Bylaws should be amended.

NOW, THEREFORE, the Bylaws of the Association are hereby amended as follows:

1. **DEFINITIONS.** The definitions of the terms "Plat" and "Restrictions", as they appear in Article I, Sections 10 and 12 of the Bylaws are amended as follows:

a. "Plat" shall mean the plat of The Course at Green Valley Greens 5th Addition to Andover, Butler County, Kansas, and the plat of The Course at Green Valley Greens 6th Addition to Andover, Butler County Kansas, now or hereafter recorded, as either plat may be revised, replatted, modified or supplemented from time to time.

b. "Restrictions" shall mean and refer to: (i) the Declaration of Covenants, Conditions and Restrictions for Green Valley Fifth Addition concerning the Real Estate, dated effective March 15, 1996, and filed of record, at Book 767, Page 148, with the Register of Deeds, Butler County, Kansas, (ii) First Amendment to Declaration of Covenants, Conditions and Restrictions for Green Valley Fifth Addition dated effective March 15, 1996, and filed of record on June 20, 1996, at Book 776, Page 122, with the Register of Deeds, Butler County, Kansas; (iii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Green Valley Fifth Addition dated August 26, 1996, and filed of record on January 23, 1997, at Book 798, Page 113, with the Register of Deeds, Butler County, Kansas; (iv) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Green Valley Fifth Addition dated October 31, 1996, and filed of record on November 5, 1996, at Book 791, Page 199, with the Register of Deeds, Butler County, Kansas; and (v) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Green Valley Fifth Addition dated September 8, 1997, and filed of record on October 3, 1997, at Book 824, Page 50.

2. **ANNUAL MEMBER'S MEETING.** The provisions of Article III, Section 2, of the Bylaws are hereby amended to provide that the annual Member's meeting shall be held at least annually at a time and place to be determined by the Board.

3. **NUMBER AND QUALIFICATION OF DIRECTORS.** The provisions of Article IV, Section 1, of the Bylaws are hereby amended to provide that the Board shall consist of no less than five (5) directors and shall consist of the President, Vice President, Secretary, Treasurer and one "at-large" Member.

4. **ELECTION, VACANCY AND REMOVAL.** The provisions of Article IV, Section 3, of the Bylaws are hereby amended as follows:

The election, removal and replacement of directors shall be governed by the following:

a. Each of the directors shall be elected by a plurality of the votes cast at the annual meeting of the Association and shall be elected to a specific office, whether, president, vice president, secretary, treasurer or at-large director. Each Member shall be entitled to vote for as many nominees as there are vacancies to be filled.

b. Any director may be removed by majority vote of the Members present in person or by proxy at any properly called special meeting of the Association for that purpose. Any vacancy created by such removal shall be filled through election at the same meeting of a plurality of the votes cast such meeting. The director removed shall not be subject to re-election as such meeting.

c. Except as to vacancies created by the removal of directors by Members, any vacancy in the Board occurring between annual meetings of Members shall be filled by appointment based upon majority vote by the remaining directors.

5. **TERM.** Article IV, Section 4, of the Bylaws is hereby amended to provide that each director's term shall be for a period of one year or until removed as provided in the Bylaws. There shall be no limit to the number of times (whether consecutive or intermittent) a Member may serve as a director.

6. **OFFICERS.** Article VI, Sections 1 and 2, of the Bylaws relating to the executive officers of the Association are hereby amended as follows:

a. Executive Officers. The officers of the Association shall be President, Vice President, Secretary and Treasurer. All officers shall be the directors of the Association, and no person may serve in more than one office.

b. Election. The officers shall be elected as provided in Article III, governing the election of directors.

Article VI, Sections 3, 4, and 5 are hereby deleted in their entirety.

7. **PRESIDENT.** Article VI, Section 6, is hereby amended to provide that the President shall be the chief executive officer of the Association. The President shall have all of the powers and duties usually vested in the office of president, including, without limitation, the power to appoint committees from among the Members from time to time, as the President may in the President's discretion determine necessary and appropriate to assist in the conduct of the business of the Association.

8. **VICE PRESIDENT.** Article VI, Section 7, is hereby amended to provide that the Vice President shall be the assistant chief executive officer of the Association. The Vice President shall have all of the powers and duties usually vested in the office of vice-president, including, without limitation, to act for the Association on behalf of the President in the event the President is unavailable.

9. **SECRETARY.** Article VI, Section 8 is hereby amended to provide that the Secretary shall keep the minutes of all proceedings of the directors and the Members and shall be required to attend to the giving and serving of all notices for the conduct of the business of the Association. The Secretary shall keep the records of the Association and the Board, except for those records maintained by the Treasurer, and shall perform all those other duties incident to the office of the secretary of a homeowners' association and as may otherwise be required by the Board and/or the President.

10. **TREASURER.** Article VI, Section 9, is hereby amended to provide that the Treasurer shall have custody of all property of the Association, including the funds, securities and evidence of indebtedness, along with all financial documents, instruments, books and records relating to the business of the Association. The Treasurer shall perform all of those duties incident to the office of the treasurer of a homeowners' association and those duties as may be otherwise required by the Board and/or the President. The Treasurer shall keep the financial books and records of the Association in accordance with good accounting practices as may be adopted at the direction of the Board.

11. **COMPENSATION.** Article VI shall have a new Section 10, that provides that compensation, if any, of the officers, directors, employees, and/or contractors of the Association shall be fixed by the Members at the annual meeting.

12. **RATIFICATION.** In all other respects, the Bylaws shall remain in full force and effect, unchanged by the terms hereof.



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION ("Declaration") is made effective the 15 day of March, 1996, by Green Valley Residential Development, a Kansas limited liability company (hereinafter referred to as the "Developer").

WITNESSETH, THAT:

WHEREAS, Developer deems it desirable to adopt and establish covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined); and

WHEREAS, it desirable to establish binding covenants, conditions and restrictions applicable to the Property through the proper development thereof and adequate maintenance and government of the Common Area and the rights of the Property Owners; and

WHEREAS, Green Valley 5th Addition Homeowners' Association, a nonprofit corporation, will be incorporated under the laws of the State of Kansas for the purpose of exercising some of the powers and functions aforesaid; and

WHEREAS, Developer will convey title to all of the Lots (as hereinafter defined) in the Property described below, subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Developer hereby covenants, agrees and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all of the Property described herein and the Owners thereof, their successors and assigns.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

1.01 "Association" shall mean and refer to Green Valley 5th Addition Homeowners' Association, a nonprofit corporation to be incorporated under the laws of the State of Kansas, its successors and assigns.

1.02 "Board" shall mean and refer to the Board of Directors of the Association.

1.03 "Common Area" shall mean those portions of the Property to be owned by Developer or the Association for the common use and enjoyment of the members of the Association, as follows:

Reserves A, B, C, D, E, and F, The Course at Green Valley Greens 5th Addition to Andover, Butler County, Kansas.

1.04 "Lot" shall mean and refer to each platted Lot within the Property upon which there may be constructed a single-family residence. It shall not mean or include any part of the Common Area.

1.05 "Member" shall mean and refer to every person or entity who holds membership in the Association.

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1.06 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.07 "Property" shall mean and refer to all of the property described as:

The Course at Green Valley Greens 5th Addition
to Andover, Butler County, Kansas.

1.08 "Structure" shall mean and include any thing or device (other than trees, shrubbery, hedges and landscaping), the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, clothesline, radio or television antenna, fence, curbing, paving, wall more than two (2) feet in height, satellite dish, signboard or any temporary or permanent improvement to such Lot. "Structure" shall also include (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. The Association shall have as Members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become Members, and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

2.02 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. Each Member of the Association shall have two (2) votes for each Lot owned by the Member, subject to the following exceptions and conditions:

- (A) When any such Lot is owned or held by more than one (1) Member as tenants in common, joint tenancy or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only two (2) votes relative to such Lot, and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.
- (B) Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessments are due and unpaid.
- (C) Notwithstanding the foregoing, Developer shall be entitled to six (6) votes for each single Lot owned by it.

- (D) The Board shall adopt such Bylaws, consistent with the terms hereof, the Articles of Incorporation of the Association and the laws of the State of Kansas, as it deems advisable for any meeting of Members with regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and such other matters concerning the conduct of meetings and voting as it shall deem proper.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

3.01 Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions and to the other provisions of this Declaration:

- (A) The right of the Association to limit the number of guests of Members;
- (B) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area, including but not limited to the recreational facilities thereof;
- (C) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage the Common Area; provided that the rights of such mortgagees shall be subordinate to the rights of the Members;
- (D) The right of the Association to suspend the use of the Common Area and any recreational facilities thereon by a Member and his family for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period not exceeding thirty (30) days for any single infraction of the rules and regulations of the Association;
- (E) To charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;
- (F) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided that such dedication or transfer shall not be effective unless authorized by a majority of Members present at a specially convened meeting called for such purpose; and
- (G) The covenants and restrictions contained herein.

3.02 Delegation of Use. A Member's right of enjoyment in the Common Area shall automatically extend to all members of his or her immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of the Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.03 Waiver of Use. No Member may exempt himself or herself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the

Common Area and the facilities thereon or by abandonment of his or her Lot.

3.04 Title to the Common Area. Developer may retain the title to the Common Area until such time as it desires to convey title to the Association; provided, however, title shall be conveyed no later than the time that Developer relinquishes in full its right to designate the members of the Design Committee as referenced in Section 8.01 below. Notwithstanding anything to the contrary provided herein, Developer, prior to conveyance of the Common Area to the Association, and after such conveyance to the Association, may incorporate portions of the Common Area in adjoining Lots, from time to time.

ARTICLE IV

COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.01 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operation, maintenance, care and improvement of the Common Area, and to afford the Association (and Developer, during such time as it is performing the duties and powers of the Association pursuant to 6.01(B) hereof) the means and resources necessary to carry out its duties and functions. The Association shall have the right, in each year, assess against each Lot a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof. The general assessment may be paid annually, monthly or quarterly, as specified by the Association, from time to time. The initial assessment shall be payable on or before the first day of each month in the amount of \$35.00 per calendar month (\$420.00 per year) and shall commence the earlier of either June 1, 1996, or when the swimming pool to be constructed within the Common Areas is completed in the calendar year 1996.

The Association (or Developer) will notify all Owners stating the amount of the assessment and when payment is due; provided, in no event shall payment be due sooner than thirty (30) days following the notice of such assessment is mailed by the Association or Developer.

4.02 Basis of Assessment; Exemption; Transfer Assessment; Proration.

- (A) All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners, except that in view of the substantial expenditures incurred by Developer in connection with the Common Area, Developer, and any properly licensed general contractor acquiring a Lot from Developer for the purpose of constructing a residence thereon and offering the same for sale, is exempt from imposition of any assessment, whether general or special, with respect to any Lot so long as Developer or such contractor holds legal title thereto (provided, the assessment exemption for such general contractors shall not extend beyond twelve (12) months from the date an applicable Lot is conveyed to such contractor).
- (B) At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to \$150.00; provided the requirement to pay such a fee shall not apply to either:
- (i) the transfer by Developer to an affiliated entity, or the transfer of Developer's interest as developer of the Property; or

(ii) the transfer of title by Developer to any Lot to a properly licensed general contractor for purposes of constructing a residence thereon for the purpose of offering the same for sale; provided that the assessment exemption under this subparagraph (ii) shall not extend beyond the period of twelve months from the date the applicable Lot is transferred to the contractor.

(C) In the event any Lot would be subject to a general or special assessment in any calendar year, if it were not for an exemption available under subparagraphs (A) and/or (B) immediately above, at such time as such exemption is no longer in effect during such calendar year, the applicable assessment shall be prorated for such year (based on the remaining portion of such year) and be paid by the then Owner.

4.03 Limitations on General Assessments.

(A) The maximum annual general assessment may be increased for any subsequent year by the Association (or the Developer in lieu thereof), to an amount which is not more than 30% compounded above the annual assessment for the previous year, without a vote of the membership of the Association.

(B) Except as provided in subparagraph (A) immediately above, the annual assessment for any year may be increased to an amount greater than that permitted by subparagraph (A) of this Section 4.03 only by an affirmative vote of two-thirds of the votes of the Members in attendance, who are voting in person or by proxy, at meeting duly called for such purpose.

(C) The Board, or, in lieu thereof, the Developer pursuant to Section 6.01(B) hereof, may not fix the annual assessment at an amount in excess of the amounts permitted hereunder.

4.04 Special Assessments. In addition to general assessments, the Association (or the Developer under 6.01(B) hereof) may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid unless two-thirds of the Members present, in person or by proxy, at the meeting duly called approve the same. Any special assessments shall become a lien against each individual Lot (other than any Lot owned by Developer at the time of such assessment) in the same manner otherwise provided for in this Article.

Further, the Association shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall result in an expenditure by the Association for repair or remedy.

Any special assessments shall be payable in full (unless a schedule for payment in installments is specified) on the first day of the second calendar month next following the date that the same shall be established by the Association.

4.05 Collection and Expenditures. The Association (or the Developer, so long as it is carrying out the duties and powers of the Association) shall have the sole authority to collect and enforce the collection of all general and special assessments

provided for in this Declaration, and may, in addition to such assessments, charge and assess costs, including reasonable attorneys' fees, and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided for in this Declaration and the Articles of Incorporation and Bylaws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.06 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and a lien on the Lot and shall so continue until the amount of said charge and assessment, together with all costs, penalties and interest as herein provided, has been fully paid or otherwise satisfied.

4.07 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Butler County, Kansas, a Notice of Delinquency as to such Lot, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

4.08 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

4.09 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been, or may hereafter be, given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

4.10 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each Owner of each Lot, by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each general or special assessment levied against such Lot during the period of ownership.

4.11 Interest on Delinquent Assessments. All assessment charges (general or special) which remain due and unpaid thirty (30) days after the same are due shall thereafter be subject to interest at the rate of fifteen (15%) percent per annum, or such other rate as may be established from time to time by the Board; provided, however, that such interest rate shall never exceed the maximum allowed by law.

ARTICLE V

USE, OCCUPANCY AND CONDUCT RESTRICTIONS

5.01 General. The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials; to ensure the best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets and adequate free spaces between Structures; and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots and Common Area.

5.02 Construction Requirements. Unless approval is otherwise granted by the Design Committee, the following construction requirements shall be complied with:

- (A) As to all Lots within Block 1 of the Property, the applicable construction requirements shall be as follows:

Exterior walls of all buildings, Structures and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass, glass blocks or any combination thereof. A one story residence shall contain not less than 1,400 square feet of finished floor area, exclusive of basements, porches and garages. A one and one half and a two story residence, exclusive of basements, porches and garages, shall contain not less than 1,600 square feet of finished floor area. A tri-level, quad-level or higher level residence shall contain not less than 1,900 square feet of finished floor area, exclusive of basements, porches and garages. A bi-level residence, exclusive of basements, porches and garages, shall contain not less than 2,000 square feet of finished floor area. Each residence shall, unless otherwise approved by the Design Committee, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. All roofs on all building improvements on any such Lot shall be either wood shingle, slate or tile, all as approved by the Design Committee, or Approved Composition. As used in this Declaration, "Approved Composition" shall mean "TAMCO HERITAGE II - Weatherwood, Class A fire resistant (TM Spec D 3462-87)" or equivalent.

- (B) As to all Lots within Blocks 2 and 3 of the Property, the following construction requirements shall apply:

Exterior walls of all buildings, Structures and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass, glass blocks or any combination thereof. A one story residence shall contain not less than 1,500 square feet of finished floor area, exclusive of basements, porches and garages. A one and one-half story and a two story residence shall contain not less than 1,700 square feet of finished floor area on the ground floor level. A tri-level, quad-level or higher level residence shall contain not less than 2,000 square feet of finished floor area, exclusive of basements, porches and garages. A bi-level residence, exclusive of basements, porches and garages, shall contain not less than 2,000 square feet of finished floor area. Each residence shall, unless otherwise approved by the Design Committee, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. All roofs on all building improvements on any such Lot shall be either wood shingle, slate or tile, all subject to the approval of the Design Committee, or Approved Composition.

- (C) As to all Lots within Block 4 of the Property, the applicable construction requirements shall be as follows:

Exterior walls of all buildings, Structures and appurtenances thereto constructed on any Lot shall be of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass, glass blocks or any combination thereof. A one story residence shall contain not less than 1,600 square feet of finished floor area, exclusive of basements, porches and garages. A one and one-half story and a two story residence, exclusive of basements, porches and garages, shall contain not less than 1,800 square feet of finished floor area. A bi-level, tri-level, quad-level or higher level residence shall contain not less than 2,000 square feet of finished floor area, exclusive of basements, porches and garages. Each residence shall, unless otherwise approved by the Design Committee, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. All roofs on all building improvements on any such Lot shall be either wood shingle, slate or tile, all subject to the approval of the Design Committee, or Approved Composition.

- (D) Flat Roofs and Windows. No flat roof shall be permitted, except with the permission of the Design Committee. Window frames shall be wood or vinyl or other composition materials as approved from time to time by the Design Committee.

5.03 Rules and Regulations. Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Property.

5.04 Damage to Common Area, Etc., Prohibited. No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Area or the residence or Lot of any other Owner.

5.05 Single-Family Residences. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one new single-family residence for private use, with a private garage and other Structures incidental to residential use, which are approved by the Design Committee. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot.

5.06 No Excavations. No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the Design Committee.

5.07 No Storage: Trash. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

5.08 No Businesses Allowed. Except as otherwise specified in this Declaration or as authorized by the Board (or the Developer, so long as it is performing the functions of the Association), no retail, wholesale, manufacturing or repair business of any kind, nor so-called home occupations, shall be permitted on any Lot or in any residence or appurtenant Structure erected thereon, even though such activity does not include the employment of any additional person or persons in the performance of such services.

5.09 Temporary Buildings. Except as authorized by the Board (or the Developer, so long as it is performing the functions of the Association), no basement, tent, shack, garage, barn or outbuilding erected on a Lot covered by this Declaration shall at any time be used for human habitation, temporarily or permanently, nor shall any Structure of a temporary character be used for human habitation.

5.10 Used Houses; Trailers. No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon the Property, nor shall any trailer be moved, placed or permitted to remain upon a Lot subject to this Declaration; provided that Developer may install for administrative and sales purposes a trailer or trailers upon a Lot(s).

5.11 Animals. No birds, animals or insects, except dogs, cats or other household pets, shall be kept or maintained on any Lot. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property without the express written consent of the Board. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot, and the Owners shall strictly comply therewith.

5.12 Signs. Except as authorized by the Board, and except for those installed by Developer, its marketing representatives or builders or contractors as authorized by Developer, no signs, advertisements, billboards or advertising Structures of any kind may be erected or maintained on any of the Lots; provided, however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall not be more than ten (10) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot and residence upon which it is erected and improvements thereon, if any.

5.13 Sight Lines. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building setback lines established on the plat of the Property. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any corner. Trees, shrubs and other plants which die shall be promptly removed from the Property.

5.14 Antennas. Except as authorized by the Design Committee, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no Owner shall erect any Structures, either permanently or temporarily, upon any of the Common Area; provided, notwithstanding the foregoing, an Owner may install within his or her Lot a television satellite dish having a diameter of not more than 24 inches, so long as the location of such dish is satisfactory to the Design Committee.

5.15 Trailers. Except as authorized by the Board, no automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the Common Area, nor may any boat, boat trailer, house trailer, camper, camper trailer or similar items be stored in the open on any Lot.

5.16 No Joyriding. Except as otherwise authorized by the Board, motor scooters, minibikes or similar vehicles shall be operated for transportation only, and no joyriding on the streets, any Lot or the Common Area shall be allowed except on a designated bike or cycle trail.

5.17 Requirement to Keep Lot in Good Order and Repair. Each Owner (other than Developer; provided it shall cause all Lots owned by it to be mowed periodically) shall keep all Lots owned by it, and all improvements therein or thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Property. If, in the opinion of the Board, any Owner fails to perform the duties imposed by the preceding sentence, the Board, after approval by a two-thirds decision of the Board, and after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements, and the cost thereof shall be a binding personal obligation of such Owner, and the Board may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

5.18 Division of Lots Prohibited. Except as authorized by the Design Committee, no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

5.19 Trees. Except as authorized by the Board, no tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Design Committee, other than those which are diseased or materially damaged. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources upon the Property. Developer or the Association may designate certain trees, regardless of size, as not removable without written authorization.

5.20 Requirement to Plant Lawn, Etc. As soon as practicable after completion of a dwelling on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs and/or

bushes and trees on the Lot, with a minimum of two (2) trees being planted in the front yard of the Lots and the trunk of each tree being a minimum of two (2) inches in diameter.

5.21 No Disturbances of Streams. No lake, pond, stream or water drainage facilities, natural or erected, shall be disturbed other than by Developer or the Association.

5.22 Boating. Except as approved from time to time by the Association (or the Developer under 6.01(B)), no boat, raft, canoe or surfboard shall be operated or stored upon any body of water within the Common Area.

5.23 Fishing. Fishing in any body of water within the Common Area will only be permitted at such times and at such places as may be determined by the Association (or the Developer under 6.01(B)) pursuant to rules and regulations promulgated from time to time concerning such use.

5.24 Fences.

- (A) Developer may, and hereby reserves the right to, in its sole discretion, construct and install a fence, wall or entrance treatment of a style and of materials satisfactory to the Developer, in its sole discretion, within any of the fence or wall easement areas or entry areas shown on the plat of the Property, or established by other easement instruments.
- (B) Certain Lots have been designated (and in the future, other Lots within lands annexed to the Property shall be designated) as "Golf Course Lots," which Lots are Lots which are now or shall in the future be adjacent to a golf course. The initial Golf Course Lots are as follows: the Lots within Block 4 of the Property. Pre-approved black wrought iron fences which do not exceed six feet in height and which do not materially obstruct the passage of light or air, constructed pursuant to specifications approved by the Design Committee shall be the only fences permitted to be constructed or installed on Golf Course Lots, except privacy fences immediately adjacent to patios which are appurtenant to a residence constructed on a Golf Course Lot shall be permitted, upon the prior approval of the Design Committee.
- (C) All other Lots (other than Golf Course Lots) may utilize fences made of black wrought iron, wood or both, provided the same shall not exceed six feet in height.
- (D) All fences shall be approved by the Design Committee prior to construction or installation on any Lot.

5.25 Model Homes and Real Estate Offices. Notwithstanding anything to the contrary appearing elsewhere in this Declaration, any Lot owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Property (including temporary, mobile, modular, prefabricated or a permanent structure) until all the Lots have been sold to consumers for construction of residences thereon.

5.26 Drainage. Upon the completion of construction of improvements to each Lot, the Owner of such Lot shall cause such Lot to be graded so as to strictly comply with drainage guidelines, standards and plans concerning water drainage from such Lot to other Lots and/or the Common Area, as such guidelines, standards and plans are established by the City and County within which the Property is located, Developer or the Design Committee. The Board and persons designated by the Board shall have the right to enter

upon any Lot upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans. A determination by the Board concerning whether or not a Lot or Common Area is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and, provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the Board under this subsection 5.26 on the request of any Owner and, in the event Developer so overrides a decision of the Board, any subsequent reference in this 5.26 to the Board shall mean the Developer. In the event and time the Board determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the Board shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If thirty (30) days after the notice of such violation, or such additional time as may be specified by the Board, the Owner of such Lot shall have not have taken reasonable steps to correct the same, the Board shall have the right, through its agents and contractors, to enter the Lot and/or Common area and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such correction together with 20 percent of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Association shall establish a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in Article IV hereof. Pending establishment of the Board, Developer may fully perform the functions of the Board under this Section 5.26.

ARTICLE VI

THE ASSOCIATION6.01 Powers and Duties.

- (A) The Association shall have the rights and powers as set forth in its Articles of Incorporation and Bylaws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.
- (B) Developer may carry out all of the duties and powers herein delegated to the Association and the Board so long as it owns a Lot, after which time management shall be turned over to the Association or Board, as the case may be, which shall then exercise the powers and duties herein set out; provided, however, that the Developer may, at its option, at any earlier time, partially or wholly transfer all or any part of such duties and powers to the Association or the Board. In the event of a transfer of a portion of Developer's powers and duties by the Developer to the Association or the Board, the Developer shall retain all other powers and duties which are not so specifically transferred. The Association and Developer shall cooperate fully in the transition of management.
- (C) The Association shall own, maintain, mow and keep clean the Common Area. It further shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer or the Association.
- (D) The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.

- (E) The Association may improve the Common Area in any manner that it shall find to be necessary, desirable or beneficial to the interest of the Common Area and the Members.
- (F) The Association shall have the right to create and establish reserves for the repair, restoration or replacement of any improvement it has the duty to repair, restore or replace hereunder.
- (G) The Association, through the Board, shall have the right to adopt such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.
- (H) The Association shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming and keeping clean the Common Area.

6.02 Operations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and may engage a manager, secretaries, engineers, auditors, accountants, legal counsel and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business concerning the Property, and Developer has been assigned the right to perform such functions.

6.03 Taxes and Assessments. Each Owner shall be obligated to pay the taxes or assessments assessed against such Owner's Lot and personal property located thereon.

6.04 Repair and Restoration of Improvements on Common Area. Should any improvements on the Common Area, or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and, so long as there are sufficient insurance proceeds collected as a result of such damage or destruction, the same shall be done substantially in accordance with the original plans and specifications for the improvement of same. The repair and restoration work referred to in this section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced, the same shall be pursued diligently to completion.

ARTICLE VII

EASEMENTS AND ACCESS CONTROL

7.01 Public Utility and Floodway Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway on Lots subject to this Declaration are dedicated as shown on the recorded Plat of the Property.

7.02 Easements in Favor of Developer and Association. Developer specifically reserves unto itself, its successors and assigns, and for the Association, in connection with the use, operation and maintenance of the Common Area, a perpetual, nonexclusive easement and right-of-way over the Lots and Common Area for the purpose of constructing, maintaining, repairing, replacing and rebuilding water sprinkler systems, including water lines, water wells, sprinkler controls, and electric meters and lines, underground pipelines, drains and/or mains for the purpose of transporting gas, water, sewerage and electricity over, across

and through such Lots and Common Area, together with the right to excavate and level ditches and/or trenches for the location of said wells, lines, pipes, drains and/or mains. Additionally, Developer specifically reserves unto itself, its successors and assigns, and for the Association, a perpetual, non-exclusive easement and right-of-way to enter upon any Lot as reasonably necessary in order to construct, install, erect, maintain, improve, repair and/or replace any entrance treatment, fence, wall, walkway, water sprinkler system (including water wells, sprinkler controls, and electric meters and lines associated therewith), or any signage pertaining to or serving the Common Area or the residential development within any wall, utility and/or drainage easement shown on the current or any future plat of the Property, or located on a Lot but, due to oversight, not actually located in the appropriate easement area.

ARTICLE VIII

DESIGN COMMITTEE: ARCHITECTURAL CONTROL

8.01 Membership. The original members of the Design Committee shall be up to three (3) persons, to be appointed by Developer. Upon the death or resignation of any member of the Design Committee, or in the event Developer desires to remove any member, Developer shall appoint a successor, unless at such time Developer has relinquished its rights hereunder as hereinafter provided. Following Developer's relinquishment of its right to designate the members of the Design Committee, the Association shall have full authority to designate all successor members. The decision of a majority of the committee shall be binding; provided, the Design Committee may delegate its rights and responsibilities hereunder to one or more of its members from time to time. Developer may relinquish its rights under this paragraph by executing and recording in the real estate records a written instrument giving notice of its intent to do so, and providing a copy thereof to an officer of the Association; in such event, the Association shall have the authority of Developer under this paragraph. Developer shall relinquish its rights to appoint the members of the Design Committee on or before the date it no longer owns a Lot. The Design Committee may delegate its rights and responsibilities on a limited basis to the Board from time to time without relinquishing its rights and powers hereunder beyond the terms of such limited delegation.

8.02 Approval Required of Plans and Specifications. Except as otherwise specifically provided in this Declaration, no Structure shall be commenced, erected, placed, moved on or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Design Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Design Committee, including, as requested by such committee, (i) a site plan of the Lot or Lots, showing the nature, exterior color scheme, kind, shape, size, height, materials and location with respect to the particular Lot of Lots (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots.

8.03 Decision Final. Whatever shall be the decision of the Design Committee hereunder, its decision shall be final and conclusive.

8.04 Rules and Statements of Policy. The Design Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots,

including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Design Committee at any time, and no inclusion in, omission from, or amendment of any such rules or statements shall be deemed to bind the Design Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Design Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Design Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter, provided that (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

In the event that the Design Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

8.05 Violation. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Design Committee pursuant to the provisions of this Article VIII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Design Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If, fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and contractors, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

8.06 No Liability. Neither the Design Committee, Developer, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any owner or to any person, firm, corporation or other entity for any damages arising from any performance or nonperformance of any duties, responsibilities or functions under this Declaration, including but limited to this Article and Section 5.26 hereof.

ARTICLE IX

NOTICE OF POSSIBLE SPECIAL ASSESSMENTS AND WATER ENCROACHMENT

9.01 Special Assessments. Notice is hereby given to each purchaser of a Lot that special assessments may be spread by the City of Andover, Kansas, to Lots in the future, due to the installation of streets, sewers, sidewalks, etc.

9.02 Water Encroachment. Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas to the rear of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the yard, trees, vegetation, or to fences, gazebos, patios, playground equipment or other improvements or installations within the yard area. Neither Developer, building contractor or brokers involved in the development of the residential area, sale of the Lot, or construction of a residence on a Lot, shall have any liability or responsibility for any such damage resulting from such water encroachment.

ARTICLE X

ADDITIONAL LAND

Developer may, from time to time, during the fifteen (15) year period following the date hereof, annex additional real property, including additional Common Areas, into the Property, and thereby subject the same to the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of the County in which the Property is located, of an instrument expressly stating an intention to so annex and describing such additional property to be so annexed. During the fifteen year period commencing with the date of the recordation of this Declaration, Developer, its successors and assigns, may annex such additional real property in its absolute discretion. From and after the expiration of such fifteen year period, such additional land may be annexed, provided that such annexation is approved by a majority of the Members of the Association in attendance at a special or annual meeting of the Members.

ARTICLE XI

MISCELLANEOUS

11.01 Provisions Binding on Grantees. The Association and each grantee hereafter of any part or portion of the Property covered by this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction rights and powers of the Association and Developer provided for in this Declaration.

11.02 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

11.03 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

11.04 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification or amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to any third party and/or to the Association. The Developer's assignee shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of acts or omissions prior to the effective date of the assignment.

11.05 Waiver and Exceptions. The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

11.06 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

11.07 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

11.08 Successors-in-Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

11.09 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Developer, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of one (1) year each, unless an instrument, signed by Owners of not less than seventy-five percent (75%) of the Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

11.10 Amendments. Amendments to this Declaration may be made by Developer, or its successors and assigns, in its sole discretion, so long as Developer (or its successors and assigns) retains ownership of a minimum of fifty percent (50%) of the Lots within the Property. Following the date Developer, its successors and assigns, no longer owns a minimum of fifty percent (50%) of the Lots, any provision contained in this Declaration may be amended, repealed, or additional provisions added to this Declaration, as follows:

- (A) Notice. Notice of the subject matter of the proposed amendment shall be included in a notice to the Owners of a meeting of the Association, at which the proposed amendment shall be considered.
- (B) Resolution. A resolution adopting a proposed amendment may be proposed by the Board or Developer. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Owners casting not less than two-thirds (2/3) of the aggregate number of votes cast by the Owners present at such meeting. Such votes may be cast in person or by proxy as provided for herein and in the Bylaws of the Association.

A copy of each amendment provided for in this section shall be filed of record in the Register of Deeds for the County in which the Property is located. With respect to amendments, following the date the Developer no longer owns a minimum of fifty percent (50%) of the Lots, the Secretary of the Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment.

Notwithstanding the foregoing, so long as Developer owns three (3) Lots, any such amendment shall require the written consent of Developer, and, further, no amendment materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee.

11.11 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

11.12 Enforcement and Arbitration.

- (A) The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by, through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during the term of its, his or their ownership of a Lot).
- (B) The Developer or the Owner or Owners of any of the Property or the Association shall have the right to seek enforcement of or to prevent the breach of the terms and conditions set forth herein. Any action relating to any rights and obligations arising under, or in connection with, this Declaration, including, but not limited to, an action to seek enforcement of or to prevent the breach of any of the covenants and restrictions contained herein, shall be resolved solely and exclusively by arbitration in accordance with the Kansas Uniform Arbitration Act (the "Act"), as modified from time to time, in accordance with the procedure set out below. However, the provisions of this paragraph 11.12 shall not either prevent a party from obtaining a temporary injunction from a court of general jurisdiction pending designation of the arbitrators, or from foreclosure of any liens established pursuant to this Declaration. After the

arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

- (i) Any of the aforementioned parties may request arbitration of any matter in dispute. The party requesting arbitration shall do so by giving written notice to the other party, specifying in the notice the name and address of the person designated to act as arbitrator on the first party's behalf. Within ten (10) days after the service of this notice, the other party shall give notice to the first party, specifying the name and address of the person designated to act as arbitrator on the second party's behalf. If the second party fails to notify the first party of the appointment of such party's arbitrator within the time specified, then the first arbitrator appointed shall appoint the second arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and the two arbitrators shall together appoint a third arbitrator. If the two arbitrators are unable to agree upon that appointment within twenty (20) days after the appointment of the second arbitrator, then the parties to such dispute may apply, upon notice to the other party, to the Kansas District Court located in the County in which the Property is located for the appointment of the third arbitrator. In rendering their award, the arbitrators shall have no power to modify any of the covenants, conditions and restrictions contained herein.
- (ii) The arbitrators so selected must be at least thirty (30) years old and may not be an Owner or occupant of a Lot.
- (iii) The arbitrators may grant any remedy or relief the arbitrators deem just and equitable and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Kansas.
- (iv) Each party shall pay the fees and expenses of the original arbitrator appointed by that party, and the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties. Each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof.

11.13 Exclusion of Applicability. The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Property, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model

homes, business offices and other facilities necessarily convenient for the business of Developer.

IN WITNESS WHEREOF, Developer has executed this Declaration the day and year first above written.

Green Valley Residential Development,
a Kansas Limited Liability Company

By: Jay W. Russell, a Managing Member

By: Clifford Nipp, a Managing Member

By: Gregory C. Downing, a Managing Member

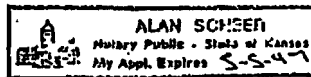
STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

BE IT REMEMBERED, that on this 15 day of March, 1996, before me, a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, a managing member of Green Valley Residential Development, a Kansas limited liability company, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Alan Schiefel
Notary Public

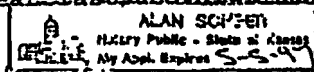
My appointment expires:
May 5, 1997



STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

BE IT REMEMBERED, that on this 15 day of March, 1996, before me, a Notary Public in and for the County and State aforesaid, personally appeared Clifford Nipp, a managing member of Green Valley Residential Development, a Kansas limited liability company, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Alan Schiefel
Notary Public

My appointment expires:
May 5, 1997

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREEN VALLEY 5th ADDITION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Green Valley 5th Addition ("Amendment") is made effective as of March 15, 1996 by Green Valley Residential Development, a Kansas limited liability company ("Developer").

WHEREAS, the parties hereto executed that certain Declaration of Covenants, Conditions and Restrictions for Green Valley 5th Addition dated effective March 15, 1996 concerning The Course at Green Valley Greens 5th Addition to Andover, Butler County, Kansas as recorded at Book 767, Page 148, et. seq., in the Butler County Real Estate Records (the "Declaration"); and

WHEREAS, an error occurred in preparation of the Declaration which the Developer desires to correct.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 5.02(B) is hereby modified by altering the third sentence appearing at the top of page 8 to end such sentence after the words "floor area" and deleting therefrom "on the ground floor level." As a result of this modification, such third sentence shall read:

A one and one-half story and a two story residence shall contain not less than 1,700 square feet of finished floor area.

Except as otherwise provided herein, the Declaration shall remain in full force and effect in accordance with its original terms.

IN WITNESS whereof, the Developer has executed this Declaration on the day and year first above written.

St. of Kansas - Butler Co. } SS
Recorded June 20, 1996
At 1:00 P.M. #6074
Book 776 Page 122
Fees \$10.00 (3)
Marcia McCoy-Register of Deeds
Marcia McCoy-Register of Deeds



Green Valley Residential Development,
a Kansas limited liability company

[Signature]
By: _____
Jay W. Russell, a managing member

RIN-Butler County Title (10)

[Signature]
By: _____
Clifford Nies, a managing member

[Signature]
By: _____
Gregory C Downing, a managing member

STATE OF KANSAS)
)ss:
COUNTY OF Salz)

BE IT REMEMBERED, that on this 18 day of June, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, a managing member of Green Valley Residential Development, a Kansas limited liability company, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



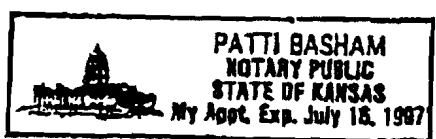
Patti Basham
NOTARY PUBLIC

My Appointment Expires:
7-15-97

STATE OF KANSAS)
)ss:
COUNTY OF Salz)

BE IT REMEMBERED, that on this 18 day of June, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Clifford Nies, a managing member of Green Valley Residential Development, a Kansas limited liability company, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Patti Basham
NOTARY PUBLIC

My Appointment Expires:
7-15-97

STATE OF KANSAS)
)ss:
COUNTY OF Seeger

BE IT REMEMBERED, that on this 18 day of June 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Downing, a managing member of Green Valley Residential Development, a Kansas limited liability company, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Patti Basham
NOTARY PUBLIC

My Appointment Expires:

7-15-97

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GREEN VALLEY 5TH ADDITION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION ("Amendment") is made effective as of this 26th day of August, 1996, by Green Valley Residential Development, a Kansas limited liability company ("Developer").

WHEREAS, the Developer executed that certain Declaration of Covenants, Conditions and Restrictions for Green Valley 5th Addition dated effective March 15, 1996, concerning The Course at Green Valley Greens 5th Addition to Andover, Butler County, Kansas, as recorded at Book 767, Page 148, *et seq.*, in the Butler County real estate records (the "Declaration"); and

WHEREAS, the Declaration was first amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Green Valley 5th Addition made effective March 15, 1996, and recorded on June 20, 1996, at Book 776, Page 122, in the Butler County real estate records; and

WHEREAS, Section 11.10 of the Declaration authorizes the Declarant, in its sole discretion, to amend the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Declaration is amended as follows:

Section 3.04 is hereby deleted in its entirety.

The Declaration is further modified at Section 4.09 by inserting the phrase "or proceedings in lieu thereof" after the phrase "Lot purchased at foreclosure" in the last sentence of this section. As a result of this modification, such sentence shall read:

Any subsequent Owner of any Lot purchased at foreclosure or proceedings in lieu thereof shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

The Declaration is hereby further modified by amending subparagraph 4.03(A) by deleting therefrom "30%" and inserting in its place "5%." As a result of this modification, said subparagraph shall read:

(A) The maximum annual general assessment may be increased for any subsequent year by the Association (or the Developer in lieu thereof) to an amount which is not more than 5% compounded above the annual assessment for the previous year, without a vote of the membership of the Association.

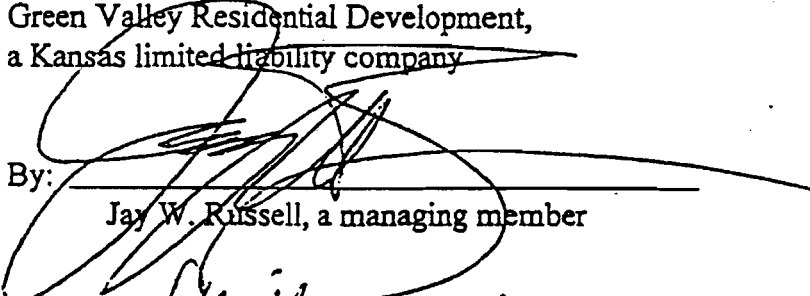
The Declaration is hereby further modified by altering subparagraph 4.03(B) by adding the phrase thereto "provided, that a quorum of at least 50% of all Members shall be present at such meeting, in person or by proxy" to the end of the sole sentence of said subparagraph. In addition, this subparagraph is further modified by adding the word "a" in front of the word "meeting" which appears on line 6 of said subparagraph. As a result of this modification, Subparagraph 4.03(B) shall read:

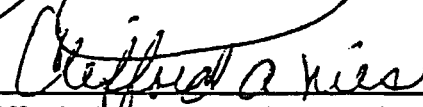
(B) Except as provided in subparagraph (A) immediately above, the annual assessment for any year may be increased to an amount greater than that permitted by subparagraph (A) of this Section 4.03 only by an affirmative vote of two-thirds of the vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose; provided, that a quorum of at least 50% of all Members shall be present at such meeting, in person or by proxy.

Except as otherwise provided herein, the Declaration shall remain in full force and effect in accordance with its original terms and conditions, as amended.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year first above written.

Green Valley Residential Development,
a Kansas limited liability company

By: 
Jay W. Russell, a managing member

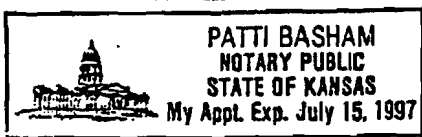
By: 
Clifford Nies, a managing member

By: 
Gregory C. Downing, a managing member

STATE OF KANSAS)
)ss:
COUNTY OF Se. Eg.)

BE IT REMEMBERED, that on this 26 day of August, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such member, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Patti Basham
NOTARY PUBLIC

My Appointment Expires:
7-15-97

STATE OF KANSAS)
)ss:
COUNTY OF Se. Eg.)

BE IT REMEMBERED, that on this 26 day of August, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Clifford Nies, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such member, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Patti Basham
NOTARY PUBLIC

My Appointment Expires:
7-15-97

STATE OF KANSAS)
)ss:
COUNTY OF Sedg)

BE IT REMEMBERED, that on this 26 day of August, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Downing, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such officer, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company,.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Patti Basham
NOTARY PUBLIC

My Appointment Expires:
7-15-97

STATE OF KANSAS)
COUNTY OF BUTLER) SS
Recorded January 23, 1997
At 3:45 P.M. FEES 12.00
DOC # 637 Book 798 Page 113
Marcia McCoy-Register of Deeds

Butler County

THIRD AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
The Course at GREEN VALLEY 5TH ADDITION
GREENS

THIS THIRD AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION ("Third Amendment") is made and entered this 31 day of October, 1996, by Green Valley Residential Development, a Kansas limited liability company (hereinafter "Developer").

WHEREAS, the Developer recorded that certain Declaration of Covenants, Conditions and Restrictions for Green Valley 5th Addition dated effective March 15, 1986, in the Butler County Register of Deed's Office at Book 767, Page 148, *et seq.*, concerning real property platted as The Course at Green Valley Greens 5th Addition, to Andover, Butler County, Kansas (the "Declaration"); and

WHEREAS, the Developer has previously amended the Declaration and desires to further amend the same as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Declaration is amended as follows:

Section 9.01 of the Declaration, entitled "Special Assessments," is hereby amended by adding the following sentence thereto:

Additionally, special assessments will be assessed to Lots in connection with construction of an entrance into the Andover Golf Course for the purpose of providing ingress and egress to and from Kellogg Avenue.

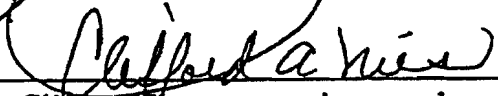
Except as otherwise provided herein, the Declaration as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year first above written.

St. of Kansas - Butler Co. } SS
Recorded Nov. 5, 1996
At 1:00 P.M. #11343
Book 791 Page 199
Fees \$10.00 (3)
Marcia McCoy
Marcia McCoy-Register of Deeds

Green Valley Residential Development,
a Kansas limited liability company

By: 
Jay W. Russell, a managing member

By: 
Clifford Nies, a managing member

RTN-Butler County Title (7)

By: 
Gregory C. Downing, a managing member

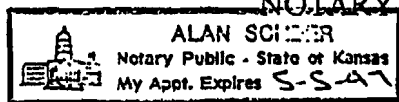
STATE OF KANSAS)
)ss:
COUNTY OF Sedgewick)

BE IT REMEMBERED, that on this 31 day of October, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such member, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Alan Schier
NOTARY PUBLIC

My Appointment Expires:



May 5, 1997

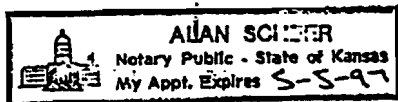
STATE OF KANSAS)
)ss:
COUNTY OF Sedgewick)

BE IT REMEMBERED, that on this 31 day of October, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Clifford Nies, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such member, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Alan Schier
NOTARY PUBLIC

My Appointment Expires:



May 5, 1997

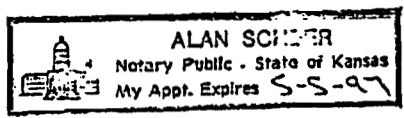
STATE OF KANSAS)
)ss:
COUNTY OF Sedgewick)

BE IT REMEMBERED, that on this 30 day of October, 1996, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Downing, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such officer, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company,.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Alan Schier
NOTARY PUBLIC

My Appointment Expires:
May 5, 1997



See - Courtsey

**ANNEXATION OF ADDITIONAL LAND AND
FOURTH AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS**
~~FOR THE COURSE AT GREEN VALLEY GREENS 5TH ADDITION~~
FOR THE COURSE AT GREEN VALLEY GREENS 5TH ADDITION

THIS ANNEXATION/AMENDMENT AND FOURTH AMENDMENT TO COVENANTS, CONDITION AND RESTRICTIONS FOR The Course at Green Valley Greens 5th ADDITION ("Annexation Amendment"), is made this 8th day of September, 1997, by Green Valley Residential Development, L.L.C., a Kansas limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Declaration of Covenants, Conditions and Restrictions for The Course at Green Valley Green Addition ("CCRs") on the 2nd day of April, 1996, recorded at Book 767, Page 148; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain First Amendment to the CCRs on the 20th day of June, 1996, at Book 776, Page 122; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Second Amendment to the CCRs on the 23rd day of January, 1997, at Book 798, Page 113; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Third Amendment to the CCRs on the 5th day of November, 1996, at Book 791, Page 198; and

WHEREAS, pursuant to Article X of the CCRs, Developer has the power and authority to annex additional real property, including additional common areas, to the property subject to the CCRs, and thereby subject the same to all the terms, provisions and conditions of the CCRs; and

WHEREAS, Developer has the power and authority to amend the CCRs pursuant to Section 11.10 thereof; and

WHEREAS, Developer desires to annex additional real property to the CCRs, as amended, and to further amend the CCRs as provided herein.

NOW THEREFORE, Developer hereby annexes the real property described herein to that land already subject to the CCRs, as amended, and to further amend the CCRs as provided herein, and declares that the annexed real property shall be subject to the CCRs, as amended, and that the CCRs, as amended, shall run with said annexed real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Annexation of Real Property. Pursuant to Article X of the CCRs, as amended, Developer hereby annexes the real property described below as part of the Property, and thereby subjects it to all of the terms, provisions, and conditions of the CCRs, as amended. The real property to be annexed as part of the Property is described as:

The Course at Green Valley Greens 6th Addition to Andover, Butler County, Kansas.

Amendments to Covenants, Conditions and Restrictions. The CCRs, as amended, are further amended as follows: The definition of the Common Area contained in paragraph 1.03 the CCRs is amended to include the following property:

Reserves A and B, The Course at Green Valley Greens 6th Addition to the City of Andover, Butler County, Kansas.

IN WITNESS WHEREOF, Developer has executed this Annexation/Amendment the day and year first above written.

GREEN VALLEY RESIDENTIAL
DEVELOPMENT, LLC
a Kansas limited liability company

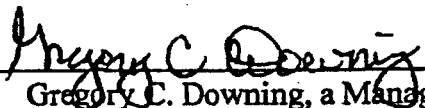
By: _____


Jay W. Russell, a Managing Member

By: _____


Clifford Nies, a Managing Member

By: _____


Gregory C. Downing, a Managing Member

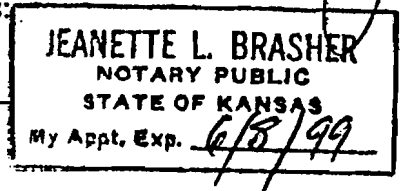
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 8th day of September, 1997, before me, a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, a Managing Member of Green Valley Residential Development, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the above and foregoing instrument of writing on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

Jeanette L. Brasher
Notary Public

My appointment expires:



STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 8th day of September, 1997, before me, a Notary Public in and for the County and State aforesaid, personally appeared Clifford Nies, a Managing Member of Green Valley Residential Development, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the above and foregoing instrument of writing on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

Joyce Kay Girrens
Notary Public

My appointment expires:


9-6-99



STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

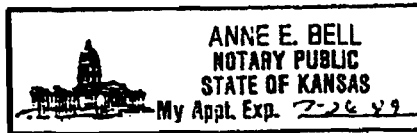
BE IT REMEMBERED, that on this 8 day of September 1997, before me, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Downing, a Managing Member of Green Valley Residential Development, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the above and foregoing instrument of writing on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

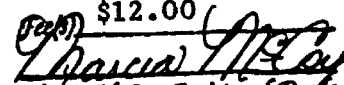

Notary Public

My appointment expires:

7-20-99



RTN: Butler Co. Title (25)

St. of Kansas - Butler Co. } SS
Recorded Oct. 3, 1997
At 3:30 P.M. # 8885
Book 824 Page 50 (4)
Fee \$12.00

Marcia McCoy-Register of Deeds

BU County

FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR
 The Course at GREEN VALLEY 5TH ADDITION

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION ("Amendment") is made effective as of this 13 day of May, 1998, by Green Valley Residential Development, a Kansas limited liability company ("Developer").

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Declaration of Covenants, Conditions and Restrictions for The Course at Green Valley Green, 5th Addition ("CCRs") on the 2nd day of April, 1996, recorded at Book 767, Page 148; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain First Amendment to the CCRs on the 20th day of June, 1996, at Book 776, Page 122; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Second Amendment to the CCRs on the 23rd day of January, 1997, at Book 798, Page 113; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Third Amendment to the CCRs on the 5th day of November, 1996, at Book 791, Page 198; and

WHEREAS, Section 11.10 of the Declaration authorizes the Declarant, in its sole discretion, to amend the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Declaration is amended as follows:

The Declaration is modified at Section 5.02(A) by deleting the entire first sentence and inserting in its place the following sentence:

(A) As to all Lots within Block 1 of The Course at Green Valley Greens 5th Addition, and Block 2 of Green Valley Greens 6th Addition, the following applicable construction requirements shall be as follows:

The Declaration is hereby further modified at Section 5.02(B) by deleting the entire first sentence and inserting in its place the following sentence:

10-10-98
 10-10-98
 10-10-98

(B) As to all Lots within Blocks 2 and 3 of The Course at Green Valley Greens 5th Addition, and Block 1 of The Course at Green Valley Greens 6th Addition, the following construction requirements shall apply:

Except as otherwise provided herein, the Declaration shall remain in full force and effect in accordance with its original terms and conditions, as amended.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year first above written.

Green Valley Residential Development,
a Kansas limited liability company

By: [Signature]
Jay W. Russell, a managing member

By: [Signature]
Clifford Nies, a managing member

By: [Signature]
Gregory C. Downing, a managing member

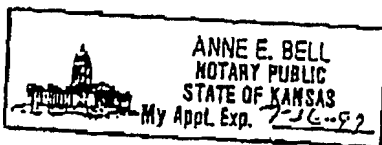
STATE OF KANSAS)
)ss:
COUNTY OR Sedgewick)

BE IT REMEMBERED, that on this 13 day of May, 1998, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such member, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My appointment expires: 7-26-99

[Signature]
NOTARY PUBLIC



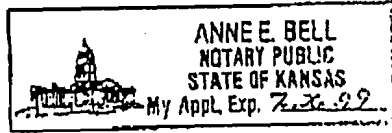
STATE OF KANSAS)
)ss:
COUNTY OF Seaton)

BE IT REMEMBERED, that on this 13 day of May, 1998, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Clifford Nics, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such member, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My appointment expires: 7-20-99

Anne E. Bell
NOTARY PUBLIC



St. of Kansas - Butler Co. } SS
Recorded May 26, 1998
At 2:00 P.M. # 5287
Book 850 Page 37
Fees \$10.00 (3)
Marcia McCoy
Marcia McCoy-Register of Deeds

RTN: Butler County Title

STATE OF KANSAS)
)ss:
COUNTY OF Seaton)

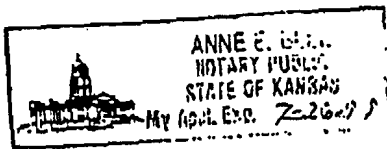
BE IT REMEMBERED, that on this 29 day of April, 1998, came before me, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Downing, a managing member of Green Valley Residential Development, L.L.C., a Kansas limited liability company, personally known to me to be such member and the same person who executed, as such officer, the above and foregoing instrument in writing, on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company,.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My appointment expires: 7-20-99

Anne E. Bell
NOTARY PUBLIC

111916
3/25/98



**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION ("Amendment"), is made this 14th day of November, 2000, by The Green Valley 5th and 6th Addition Homeowners' Association, a Kansas nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, Green Valley Residential Development, L.L.C., a Kansas limited liability company, ("Developer") filed with the Register of Deeds Office, Butler County, Kansas, that certain Declaration of Covenants, Conditions and Restrictions for Green Valley 5th Addition ("Declaration") on the 2nd day of April, 1996, recorded at Book 767, Page 148; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain First Amendment to the Declaration on the 20th day of June, 1996, at Book 776, Page 122; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Second Amendment to the Declaration on the 23rd day of January, 1997, at Book 798, Page 112; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Third Amendment to the Declaration on the 5th day of November, 1996, at Book 791, Page 198; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Annexation of Additional Land and Fourth Amendment to the Declaration on the 3rd day of October, 1997, at Book 824, Page 50; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Fifth Amendment to the Declaration on the 26th day of May, 1998, at Book 850, Page 37;

WHEREAS, The Course Homeowners' Association – Fifth Addition filed a Certificate of Amendment to Articles of Incorporation with the Secretary of State of Kansas on the 18th day of October, 2000 and changed its name to The Green Valley 5th and 6th Addition Homeowners' Association; and

WHEREAS, the Association has the power and authority to amend the Declaration pursuant to Section 11.10 thereof.

COMP
 NUM
 CMP
 SHOW

NOW THEREFORE, the Declaration is amended as follows:

1. Section 1.01 is clarified by deleting the present Section 1.01 in its entirety and inserting the following Section 1.01 in its place:
 - 1.01 "Association" shall mean and refer to Green Valley 5th and 6th Additions Homeowners' Association, a nonprofit corporation to be incorporated under the laws of the State of Kansas, its successors and assigns.

2. Section 4.02 (B) is modified by deleting the first portion of the first sentence and inserting the following first portion of the first sentence in its place:
 - (B) At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to \$200.00;

3. Section 5.07 is modified by adding the following sentence to the Section:

"In order to maintain an aesthetically pleasing Association, all garbage containers, trash and other refuse shall not be stored between any curb and the dwelling. All said containers that are stored on the non-curb side of a dwelling must have an obstructed view from the street. The obstructed view can be either tall shrubs & bushes or an approved fence. Refuse containers and trash may be placed for pickup at the curb after sundown the day before designated pick-up day and must be removed from curb before sundown the day of designated pick-up day."

4. Section 5.20 is clarified by defining the term "...as soon as practicable" in the first sentence as fifteen (15) months after the closing date of the Member of the Association.

5. Section 5.26 is modified by adding the following sentence to the Section:

"In order to maintain effective drainage flow and reduce erosion, all Members must sod all drainage flow areas within sixty (60) days of their closing date. Any existing property already not seeded must comply with the new regulation within thirty (30) days.

6. ARTICLE V is modified by adding the following Section 5.27:

5.27 "Parking" To ensure the safety of Association Members and children, parking of vehicles in the streets for a prolonged period of time and on a continuous basis is prohibited. A prolonged period of time is defined as four (4) continuous hours. A continuous basis is defined as any shorter period of time occurring on a repeated daily or every-other-day basis throughout the week.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year first above written.

THE GREEN VALLEY 5TH AND 6TH ADDITION
HOMEOWNERS' ASSOCIATION,
a Kansas nonprofit corporation,

By: Raymond J. Gulaskey
Ray Gulaskey, President

CERTIFICATION:

I, Michelle Levy, Secretary of GREEN VALLEY 5TH AND 6TH ADDITION HOMEOWNERS' ASSOCIATION, do hereby certify that the above amendments to the Declaration were duly adopted by the Members of the Association at duly called special meetings of the Association held on the 20th day of March, 2000, and the 6th day of June, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name the day and year first above written.

Michelle Levy
Michelle Levy, Secretary

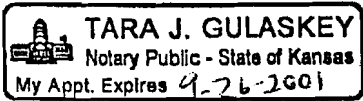
STATE OF KANSAS)
) ss:
COUNTY OF SG)

BE IT REMEMBERED, that on this _____ day of November, 2000, before me, a Notary Public in and for the County and State aforesaid, personally appeared Raymond J. Gulaskey and Michelle Levy, President and Secretary, respectively of The Green Valley 5th and 6th Addition Homeowners' Association, a Kansas nonprofit corporation, personally known to me to be the same persons who executed the above and foregoing instrument of writing on behalf of said homeowners' association, and such persons duly acknowledged the execution of the same to be the act and deed of said homeowners' association.

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

Tara J. Gulaskey
Notary Public

My appointment expires: 9-26-2001



RTN: Raymond J. Gulaskey
306 S. Fairway Circle
Andover, KS 67002



St. of Kansas - Butler Co. } SS
Recorded November 16, 2000
At 10:30 A.M. # 11343
Book 963 Page 114
Fee(s) \$12.00 (4)
Marcia McCoy
Marcia McCoy-Register of Deeds

**SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREEN VALLEY 5TH ADDITION ("Amendment") is made this February 11, 2002 by The Green Valley 5th and 6th Addition Homeowners' Association, a Kansas nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, Green Valley Residential Development, L.L.C., a Kansas limited liability company ("Developer") filed with the Register of Deeds Office, Butler County, Kansas, that certain Declaration of Covenants, Conditions and Restrictions for Green Valley 5th Addition ("Declaration") on April 2, 1996, recorded at Book 767, Page 148; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain First Amendment to the Declaration on June 20, 1996 at Book 776, Page 122; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas that certain Second Amendment to the Declaration on January 23, 1997 at Book 798, Page 112; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Third Amendment to the Declaration on November 5, 1996 at Book 791, Page 198; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Annexation of Additional Land and Fourth Amendment to the Declaration on October 3, 1997 at Book 824, Page 50; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Fifth Amendment to the Declaration on May 26, 1998 at Book 850, Page 37; and

WHEREAS, Developer filed with the Register of Deeds Office, Butler County, Kansas, that certain Sixth Amendment to the Declaration on November 16, 2000 at Book 963, Page 114; and

WHEREAS, The Course Homeowners' Association - Fifth Addition filed a Certificate of Amendment to Articles of Incorporation with the Secretary of State of Kansas on October 18, 2000 and changed its name to The Green Valley 5th and 6th Addition Homeowners' Association; and

WHEREAS, the Association has the power and authority to amend the Declaration pursuant to Section 11.10 thereof.

NOW, THEREFORE, the Declaration is amended as follows:

1. The second paragraph in Section 4.07 is changed to the following:

"If suit is not brought to foreclose the lien within 10 years from the date of the filing of the notice or upon payment or other satisfaction of said assessment, interest, penalties and costs in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof."

Regina A. Chedak

President -
The Green Valley 5th and 6th Homeowners' Association

ACKNOWLEDGMENT

STATE OF KANSAS)

BUTLER COUNTY)

) ss:
)



The foregoing instrument was acknowledged before me this February 11, 2002, by Regina A. Chedak, as President of The Green Valley 5th and 6th Homeowners' Association.

My commission expires:

11-15-05

Tara J. Gulaskey
Notary Public

